

**GULF BREEZE CITY COUNCIL  
REGULAR MEETING**

APRIL 2, 2012  
MONDAY, 6:30 P.M.  
COUNCIL CHAMBERS

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of March 19, 2012 (Regular Meeting)  
Approval of Minutes of March 19, 2012 (Special CRA Meeting)

PROCLAMATION PRESENTATION: DECLARING APRIL 15, 2012 TO APRIL 29, 2012 AS  
PAINT THIS TOWN PURPLE

PROCLAMATION PRESENTATION: DECLARING MARCH 26 TO APRIL 1,  
2012 AS TOBACCO FREE FLORIDA WEEK

4. Ordinance No. 02-12: Incorporating Chapter 26, Development Standards to the  
Community Redevelopment District  
**SECOND READING AND PUBLIC HEARING**  
  
Ordinance No. 03-12: Amending 21-162 of the Municipal Code Relative to  
Number of Stories Allowed in C-1 Zoning District  
**SECOND READING AND PUBLIC HEARING**  
  
Resolution No. 06-12: Regarding Capital Trust Agency Financing for GMF-  
Preservation of Affordability Corporation, Acquisition  
Of StonyBrook in Riviera Beach, Florida
5. **CONSENT AGENDA ITEMS:\***
  - A. 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.
  - B. 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
  - C. Discussion and Action Regarding Construction of Pedestal for Sculpture #1 and  
Commencement of Sculpture #3

- D. Discussion and Action Regarding Pensacola Beach West Gas Pipeline Extension Change Order #1
- E. Discussion and Action Regarding South Sunset Boulevard Paving - Change Order #1
- F. Discussion and Action Regarding Bayside Futbol Lease of ERS 2

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

**ACTION AGENDA ITEMS:**

- A. Discussion and Action Regarding Appointment of City Council Seat A
- 6. New Business
- 7. Open Forum
- 8. Adjournment

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

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

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

The 1,196<sup>th</sup> regular meeting of the Gulf Breeze City Council, Gulf Breeze, Florida was held at the Gulf Breeze City Hall on Monday, March 19, 2012, at 6:30 p.m.

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

**APPROVAL OF MINUTES:**

Councilman Landfair moved for approval of the minutes for the regular meeting held on Monday, March 5, 2012. Councilman Henderson seconded. The vote for approval was 4 - 0.

Councilman Henderson moved for approval of the minutes for the Community Redevelopment Agency meeting held on Monday, March 5, 2012. Councilman Landfair seconded. The vote for approval was 4 - 0.

**ORDINANCE NO. 01-12: CREATING SECTION 16-80 OF THE CODE RELATIVE TO PROHIBITED SIGNS - SECOND READING AND PUBLIC HEARING**

The Ordinance was read by title only by the City Clerk. Mayor Zimmern opened the floor for public comments. There were no comments made and the Public Hearing was closed.

Councilman Henderson moved for approval of the Ordinance. Councilman Morris seconded. The vote for approval was 4 - 0.

**ORDINANCE NO. 02-12: RELATIVE TO INCORPORATING THE COMMUNITY REDEVELOPMENT AGENCY DESIGN GUIDELINES INTO THE CITY'S LAND DEVELOPMENT CODE FIRST READING**

The Ordinance was read by title only by the City Clerk. Councilman Henderson moved for approval of the Ordinance on First Reading and to schedule the Second Reading and Public Hearing for Monday, April 2, 2012. Councilman Landfair seconded. The vote for approval was 4 - 0.

**ORDINANCE NO. 03-12: RELATIVE TO HEIGHT RESTRICTIONS IN THE C-1 ZONING DISTRICT - FIRST READING**

The Ordinance was read by title only by the City Clerk. The City Manager explained the change would eliminate the reference to number of stories within the existing 35' height limit in a

building. Councilman Morris moved for approval of the Ordinance on First Reading and to schedule the Second Reading and Public Hearing for Monday, April 2, 2012. Councilman Henderson seconded. The vote for approval was 4 - 0.

**PRESENTATION OF PROCLAMATION PROCLAIMING MARCH FOR MEALS MONTH**

Mayor Zimmern read a proclamation proclaiming March for Meals Month and presented the proclamation to Mr. Jeff Nall, a representative from Meals on Wheels.

**CONSENT AGENDA ITEMS:**

**RECOMMENDATION:**

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

**A. SUBJECT: DISCUSSION AND ACTION REGARDING DEVELOPMENT REVIEW BOARD REFERRAL OF MARCH 6, 2012**

Reference: Development Review Board Minutes of March 6, 2012  
Bay Beach Hotel - 51 Gulf Breeze Parkway  
Request to Construct an Approximately 54,804 Square Foot  
Hotel

**RECOMMENDATION:**

**That the City Council approve the project contingent upon the developer addressing the items presented in the staff report.** (Mark Siner with Choctaw Engineering, Inc. answered questions from Council.)

**B. SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT REQUEST FROM ST. ANN CATHOLIC CHURCH FOR ANNUAL PALM SUNDAY PROCESSIONAL**

Reference: Police Chief memo dated March 8, 2012

**RECOMMENDATION**

**That the City Council approve the special event request from St. Ann Catholic Church for the annual Palm Sunday Processional.**

**C. SUBJECT: DISCUSSION AND ACTION REGARDING RENEWAL OF MAINTENANCE CONTRACT WITH FLORIDA DEPARTMENT OF TRANSPORTATION**

Reference: City Manager memo dated March 8, 2012

**RECOMMENDATION:**

**That the City Council approve the contract renewal with FDOT for the maintenance of Gulf Breeze Parkway and authorize the City Manager to execute the renewal.**

**D. SUBJECT: DISCUSSION AND ACTION REGARDING DREDGING PROJECT ADDITION OF FILL - DEADMAN'S ISLAND**

Reference: City Manager memo dated March 8, 2012

**RECOMMENDATION:**

**That the City Council approve advertising the scope of work for the Deadman's Island fill placement and seawall removal and reconstruction (award of bid recommendation will be presented to the City Council at a later date).**

Councilman Morris moved for approval of Consent Agenda Items A, B, C and D. Councilman Landfair seconded. The vote for approval was 4 - 0.

**PRESENTATION OF ANNUAL AUDIT REPORT:**

Mr. Kevin Bowyer with Warren Averret O'Sullivan Creel presented the City's annual audit report. He stated the report was in draft form since they are still working on a few items but the report would be completed in time to be filed with the State of Florida by March 31, 2012.

**ACTION AGENDA ITEMS:**

**A. SUBJECT: DISCUSSION AND ACTION REGARDING FILLING CITY COUNCIL SEAT A**

Reference: City Manager memo dated March 8, 2012

**RECOMMENDATION:**

**No Council action necessary at this time. The City Council placed this item on the agenda for the next regular meeting to be held on Monday, April 2, 2012, for further discussion and action.**

(Councilman Morris left the meeting at 7:05 p.m.)

**OPEN FORUM:**

The City Attorney reminded Council of the Conflict Resolution meeting being held at Pensacola City Hall on Wednesday, March 21, 2012, at 5:30 p.m. and he updated Council on the status of the progress/disagreement between the City of Pensacola and the City of Gulf Breeze regarding the recent natural gas pipe line the City of Gulf Breeze installed to Pensacola Beach.

Mr. Joe Johnson, 307 Loruna Drive, discussed their request to place a pergola in their front yard abutting the right-of-way within the front yard setback. He asked that Council direct staff to allow them to install the pergola. The Mayor explained Council did not have the authority to direct staff to approve the placement of a structure which is not allowed in the Code. She suggested that they take their case before the Board of Adjustments to try to obtain a variance.

**ADJOURNMENT:**

Mayor Zimmern adjourned the meeting at 7:50 p.m.

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CITY CLERK

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MAYOR

**MINUTES OF A MEETING OF THE BOARD OF DIRECTORS  
FOR THE COMMUNITY REDEVELOPMENT AGENCY**

A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall on Monday, March 19, 2012, at 7:48 p.m.

Upon call of the roll for the Community Redevelopment Agency the following members were present: Dana Morris, David G. Landfair, Joseph Henderson and Mayor Beverly Zimmern.. Mayor Pro Tem J. B. Schluter was absent.

The purpose of the meeting was for the Board of directors of the Community Redevelopment Agency to consider the following item:

**A. SUBJECT: DISCUSSION AND ACTION REGARDING CROSSWALKS AND OTHER TRAFFIC SAFETY PROJECTS**

Reference: Assistant Public Services Director memo dated March 8, 2012

**RECOMMENDATION:**

**That the City Council approve Gulf Coast Traffic Engineers to complete the crosswalks and other safety projects for a total of \$7,416.00 and that the City Council meet as the Board of Director of the Community Redevelopment Agency on Monday, March 19, 2012 to approve the \$5,458 funds for work within the CRA districts.**

**ADJOURNMENT:**

Mayor Zimmern adjourned the Community Redevelopment Agency meeting at 6:48 p.m.

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CITY CLERK

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MAYOR



# *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

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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 2<sup>ND</sup> day of APRIL, 2012.

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

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

**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 may be 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 19<sup>TH</sup> DAY OF MARCH, 2012.

ADVERTISED ON THE ON THE 22<sup>ND</sup> 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

**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 19<sup>TH</sup> DAY OF MARCH, 2012.

ADVERTISED ON THE ON THE 22<sup>ND</sup> DAY OF MARCH, 2012.

PASSED ON THE SECOND READING ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2012.

ORDINANCE 03-12  
Page 2 of 2

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

ATTESTED TO BY:

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

## RESOLUTION ~~06~~-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 NOT TO EXCEED \$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 separate legal and administrative agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 of the City, as amended, and its Articles of Incorporation, as amended and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

**WHEREAS**, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on 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 the elderly and families meeting certain income limitations, 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 an aggregate principal amount not exceeding \$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 a program herein described (the "Plan of Finance"); and

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

**WHEREAS**, as required pursuant to Section 147(f) of the Code notice of such public hearing was given in the form required by the Code by publication more than fourteen (14) days prior to such public hearing in the *Pensacola News Journal* on March 12, 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 March 12, 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 not exceeding \$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**

## 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

v29927657.2

**EXHIBIT "A" TO REPORT OF HEARING OFFICER  
(STONYBROOK APARTMENTS)  
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.

**REPORT OF HEARING OFFICER  
(GMF-PRESERVATION OF AFFORDABILITY CORP. –  
STONYBROOK APARTMENTS PROJECT)**

This instrument shall constitute the official report of the undersigned designated official of the City of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, with respect to a public hearing scheduled and held by the City on March 26, 2012, for and on behalf of the Capital Trust Agency (the "Agency"), a public agency and legal entity organized and existing under Chapters 163, Part I, and 617, Florida Statutes and established and empowered by the provisions of Chapter 159, Part II, Florida Statutes, Chapter 163, Part I, et seq., Chapter 166, Part II, Florida Statutes, Chapter 617, Florida Statutes and other applicable provisions of law, in connection with the proposed issuance of the Agency's not exceeding \$14,725,000 revenue bonds (the "Bonds") on behalf of GMF - Preservation Affordability Corp., a Tennessee nonprofit 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"), 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. The proceeds of the Bonds will be loaned to a limited liability company of which the Company is the managing member or a limited partnership of which the Company is the general partner for financing or refinancing the costs of acquiring, upgrading, reconditioning, improving and beautification an existing low income multifamily rental housing facility for elderly and families meeting certain income limitations, as more fully described on the attached Exhibit "A" (the "Project").

The public hearing was duly advertised in the *Pensacola News Journal*, on March 12, 2012, a newspaper of general circulation in the jurisdiction of the City. The proof of publication was presented to me at such hearing, and a copy is attached hereto as Exhibit "B" (the "Notice").

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

No interested parties were in attendance at the public hearing. The undersigned then concluded the hearing.

Respectfully submitted,

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

Edwin Eddy, City Manager  
City of Gulf Breeze, Florida

**EXHIBIT "B" TO REPORT OF HEARING OFFICER  
(STONYBROOK APARTMENTS)  
PROOF OF PUBLICATION**

**[FOLLOWS]**

MW\Report of Hearing Officer in Gulf Breeze (Stonybrook Apts) 3/19/2012 – 2059243.0022 #37910625 (v.1).doc

**EXHIBIT "B"**

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

**[Follows]**

Schedule I-1

## 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 2<sup>nd</sup> day of April, 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"), who may collectively be referred to herein as the "Parties,"

### WITNESSETH:

**WHEREAS**, the Parties hereto have by Interlocal Agreement, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 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, 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 Agency's plan of finance for the Project and the Bonds, and the issuance of Bonds from time to time, in one or more series, in an aggregate principal amount not exceeding at any time the aggregate principal amount of \$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 program or Project, 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: \_\_\_\_\_  
Freddie W. McCall, Mayor

**ATTEST:**

By: \_\_\_\_\_  
Leslie Gonzalez, 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.

## **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

**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.

## 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");

### WITNESSETH:

**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.



# City of Gulf Breeze

## Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 3/29/2012

Subject: Update from Executive Session

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**Ordinance #02-12 – Incorporating Chapter 26, Development Standards, in the Municipal Code of Ordinances** - As mentioned at the Executive Session, we are concerned with Section 26-2(B) which, as drafted by staff provides that a variance from development standards would require a variance granted by the Board of Adjustment. We suggested changes to this provision which would allow the Council to approve necessary variances at the same time the site plan is approved.

### **RECOMMENDATION FOR APRIL 2<sup>ND</sup>**

**Since a Public Hearing has been advertised for April 2<sup>nd</sup>, it would be appropriate to open the Public Hearing, receive comment as may be offered and then continue the Public Hearing and Second Reading to April 16<sup>th</sup>.**

### **Resolution for StonyBrook**

Attached please find a revised version of Resolution No. 06-12 which approves the financing and revised Amendment 31 to the CTA enabling agreement for your approval.

### **City Council Seat A**

Councilman Morris reiterated his support of Nathan Ford. John Schuster has indicated his interest. I received an email from David Landfair in support of Bruce DeMotts.

**EXECUTIVE COMMITTEE REPORT**

**MARCH 28, 2012**

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

Councilman Absent: David G. Landfair

**ACTION AGENDA ITEMS:**

- A. SUBJECT: DISCUSSION AND ACTION REGARDING PROCLAMATION  
DECLARING APRIL 15 2012 TO APRIL 29, 2012 PAINT THIS  
TOWN PURPLE**

Reference: Proclamation

**RECOMMENDATION:**

**That the City Council place the proclamation on the agenda for the next regular meeting to be held Monday, April 2, 2012 for presentation.**

---

- B. SUBJECT: DISCUSSION AND ACTION REGARDING PROCLAMATION  
DECLARING MARCH 26 TO APRIL 1, 2012 AS TOBACCO  
FREE FLORIDA WEEK**

Reference: Proclamation

**RECOMMENDATION:**

**That the City Council place the proclamation on the agenda for the next regular meeting to be held Monday, April 2, 2012, for presentation.**

---

- C. SUBJECT: DISCUSSION AND ACTION REGARDING ORDINANCE 02-12,  
INCORPORATING CHAPTER 26, DEVELOPMENT STANDARDS  
TO THE COMMUNITY REDEVELOPMENT DISTRICT  
SECOND READING AND PUBLIC HEARING**

Reference: Ordinance No. 02-12

**RECOMMENDATION:**

**That the City Council place the Ordinance on the agenda for the next regular meeting to be held on Monday, April 2, 2012 for Second Reading and Public Hearing. (The Council discussed potential changes to the Ordinance which would require the Public Hearing to be continued to April 16<sup>th</sup>.)**

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**D. SUBJECT: DISCUSSION AND ACTION REGARDING ORDINANCE 03-12, AMENDING 21-162 OF THE MUNICIPAL CODE RELATIVE TO NUMBER OF STORIES ALLOWED IN C-1 ZONING DISTRICT**

Reference: Ordinance No. 03-12

**RECOMMENDATION:**

**That the City Council place the Ordinance on the agenda for the next regular meeting to be held on Monday, April 2, 2012 for Second Reading and Public Hearing.**

---

**E. SUBJECT: 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. TO 1:00 P.M.**

Reference: Deputy Police Chief memo dated March 22, 2012

**RECOMMENDATION:**

**That the City Council approve the special event request for the American Diabetes Association Bike Ride to be held Saturday, April 21, 2012, 6:00 a.m. to 1:00 p.m.**

---

**F. SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT REQUEST FROM GULF BREEZE ELEMENTARY SCHOOL FOR THE ANNUAL 2 MILE RUN TO BE HELD WEDNESDAY, APRIL 25, 2012, 3:45 P.M. TO 4:45 P.M.**

Reference: Deputy Police Chief memo dated March 20, 2012

**RECOMMENDATION:**

**That the City Council approve the special event request for the Gulf Breeze Elementary School Annual Run to be held Wednesday, April 25, 2012, 3:45 p.m. to 4:45 p.m.**

---

**G. SUBJECT: DISCUSSION AND ACTION REGARDING CAPITAL TRUST AGENCY FINANCING FOR GMF-PRESERVATION OF AFFORDABILITY CORPORATION, ACQUISITION OF STONYBROOK IN RIVIERA BEACH, FL**

Reference: City Manager memo dated March 21, 2012

**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. (City Attorney will provide an amendment for Amendment No. 31 to Interlocal Agreement.)**

---

**H. SUBJECT: DISCUSSION AND ACTION REGARDING CONSTRUCTION OF PEDESTAL FOR SCULPTURE #1 AND COMMENCEMENT OF SCULPTURE #3**

Reference: City Manager memo dated March 21, 2012

**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.**

---

**I. SUBJECT: DISCUSSION AND ACTION REGARDING WATER PLANT ROAD PAVING**

Reference: Assistant Public Services Director memo dated March 22, 2012

**RECOMMENDATION:**

**That the City Council approve 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.**

---

**J. SUBJECT: DISCUSSION AND ACTION REGARDING PENSACOLA BEACH WEST GAS PIPELINE EXTENSION CHANGE ORDER #1**

Reference: Assistant Public Services Director memo dated March 22, 2012

**RECOMMENDATION:**

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

---

**K. SUBJECT: DISCUSSION AND ACTION REGARDING SOUTH SUNSET BOULEVARD PAVING - CHANGE ORDER #1**

Reference: Assistant Public Services Director memo dated March 22, 2012

**RECOMMENDATION:**

**That the City Council approve change order #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.**

---

**L. SUBJECT: DISCUSSION AND ACTION REGARDING BAYSIDE FUTBOL LEASE OF ERS 2**

Reference:

**RECOMMENDATION:**

**That the City Council authorize the City Attorney to draft an agreement based on the conditions and requirements list for City Council approval. (The City Council expressed concern regarding the improvements Bayside will make to the property and potential future sale of the property.)**

---

**M. INFORMATION ITEMS**

**OPEN FORUM:**

Mr. Robert Turpin, 2 Madrid Avenue, discussed a meeting with the Coast Guard to visit Deadman's Island regarding the oil spill recovery and upgraded Deadman's Island from a Class B to a Class A.

Mayor Zimmern thanked Councilman Dana Morris for his commitment and willingness to serve the City and wished him and his family good luck on their move to Panama City.

Councilman Morris discussed the nomination process for the individual who will take his seat to serve on the City Council. He ask that Council consider appointing an individual in the same age group so that Council can serve all demographics.

He also stated it was a privilege to serve on the Council and it was a pleasure to be able to "disagree agreeably".

**COMMUNITY REDEVELOPMENT AGENCY  
BOARD OF DIRECTORS**

APRIL 2, 2012  
**MONDAY, 6:30 P.M.**  
COUNCIL CHAMBERS

**THIS MEETING WILL BE HELD AT THE END OF THE  
REGULAR CITY COUNCIL MEETING**

A Discussion and Action Regarding Water Plant Road Paving

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

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



# 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

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

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.

03/22 00:13 THOMASVM tlambert ScreenHunter

HOSPITAL

RECEPTION

WATER PLANT

COMPASS BANK

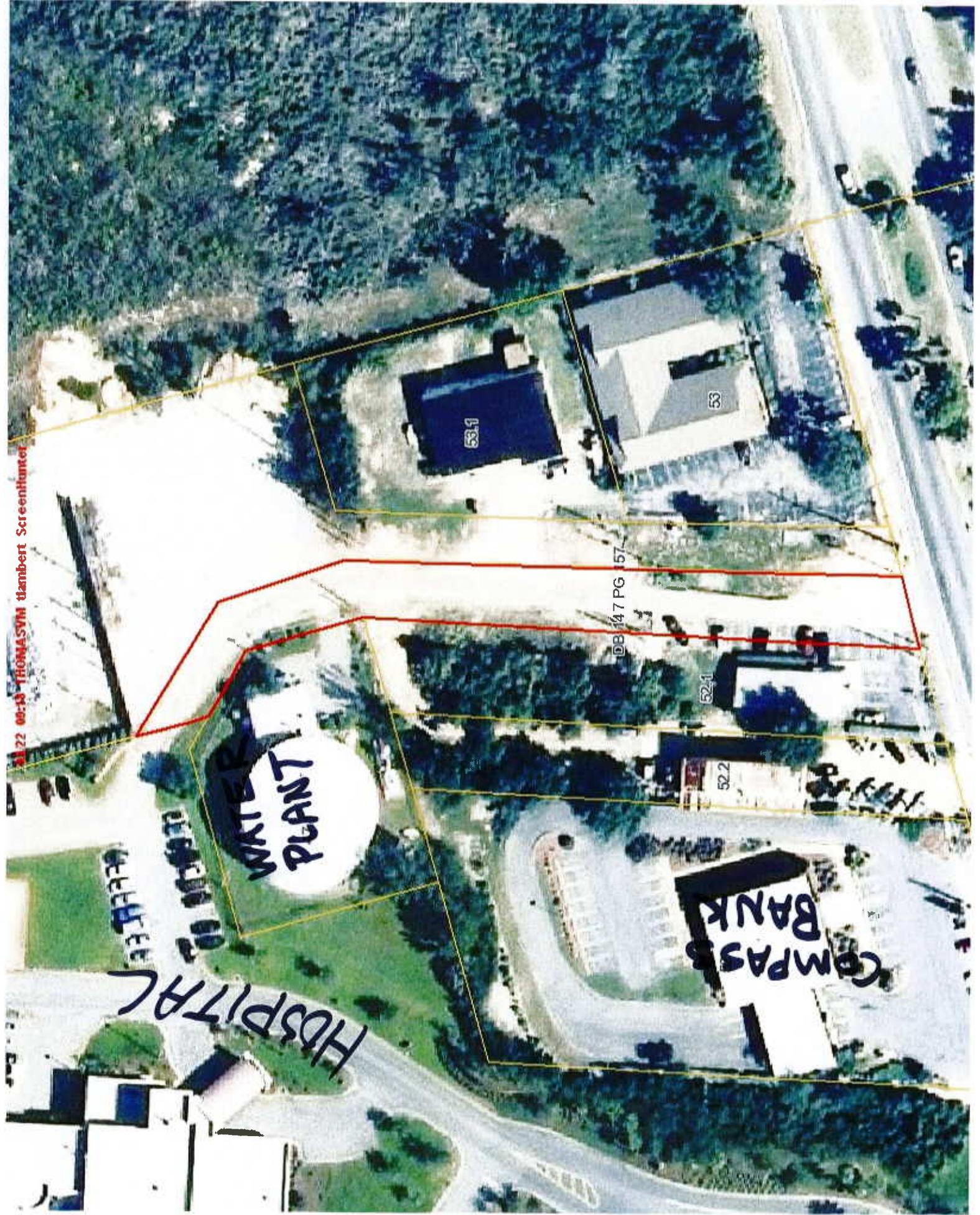
53-1

53

DB 147 PG 57

52-1

52-2





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, circular stamp or watermark.

Kenneth C. Horne, P.E.  
President



Since 1976

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.

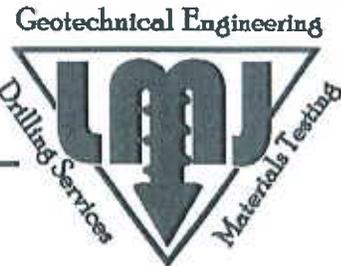
LMJ appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments, please call us at your convenience.

Sincerely,



David Liechty, PE  
Project Engineer

Attachments



Since 1976

**AN AGREEMENT FOR PROFESSIONAL SERVICES**

<b>CLIENT:</b>	Mr. Ken Horne, PE Kenneth Horne & Associates, Inc. 7201 N. 9th Avenue, Suite 6 Pensacola, Florida 32504	<b>Date:</b>	March 5, 2012
		<b>Phone #:</b>	850-471-9005
		<b>Email:</b>	ken@kh-a.com
<b>SUBJECT:</b>	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 waiving 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.

<b>PROPERTY OWNER:</b>			
Name _____	_____	Phone #: (____) _____	_____
Address _____	_____	Fax #: (____) _____	_____
City, State _____	Zip Code _____	Email: _____	_____
<b><u>PARTY RESPONSIBLE FOR PAYMENT (If different than Client):</u></b>			
Name _____	_____	Phone #: (____) _____	_____
Address _____	_____	Fax #: (____) _____	_____
City, State _____	Zip Code _____	Email: _____	_____
<b>CLIENT'S NAME:</b> _____			
<b>AUTHORIZED BY:</b> _____			
(Please Print or Type)		Title	Date
<b>Signature:</b> _____			
(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.

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Sign as accepted