

**GULF BREEZE CITY COUNCIL
REGULAR MEETING**

JUNE 17, 2013
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of June 3, 2013 (Regular Meeting)
Approval of Minutes of June 3, 2013 (CRA Meeting)
4. Recognition of Michael Wright for His Assistance to Residents During a Fire
At Breeze Apartments
5. Resolution No. 09-13: Capital Trust Agency Financing of Argonaut Village
University of West Florida
6. **CONSENT AGENDA ITEMS:***
 - A. Discussion and Action Regarding Debt Consolidation and Financing for Tiger Point
Golf Club
 - B. Discussion and Action Regarding Natural Gas Service to Beach Club Resort
 - C. Discussion and Action Regarding Budget Review Schedule
 - D. Discussion and Action Regarding Attendance at Annual Florida League of Cities
Conference and Designation of Voting Delegate

***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 Community Center Project - Liquidated Damages
- B. Discussion and Action Regarding Appointing Mayor to Capital Trust Agency Board as a City Council Representative

- 7. New Business
- 8. Open Forum
- 9. 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 1,225th regular meeting of the Gulf Breeze City Council, Gulf Breeze, Florida was held at the Gulf Breeze City Hall on Monday, June 3, 2013, at 6:30 p.m.

Upon call of the roll the following Councilmen were present: Cherry Fitch, Mayor Pro Tem J. B. Schluter, and Mayor Zimmern. Councilman David G. Landfair did not attend the meeting and Councilman Joseph Henderson was out of town.

APPROVAL OF MINUTES:

Councilman Fitch moved for approval of the minutes for the regular meeting held on Monday, May 20, 2013. Councilman Schluter seconded. The vote for approval was 3 - 0.

PRESENTATION OF PROCLAMATION:

The Mayor declared the month of May as Civility Monty.

CONSENT AGENDA ITEMS:

RECOMMENDATION:

That the City Council approve the following Consent Agenda items A, B, C, D, E, F, G, H, and I:

A. SUBJECT: DISCUSSION AND ACTION REGARDING DECLARING RESCUE 33 AS SURPLUS PROPERTY

Reference: Fire Chief memo dated May 21, 2013

RECOMMENDATION:

That the City Council authorize staff to dispose of the vehicle through E-Government Deals or by selling it to or through a company that specializes in the sale of used fire apparatus.

B. SUBJECT: DISCUSSION AND ACTION REGARDING PENSACOLA BEACH GAS EXTENSION, FEMA ALTERNATIVE PROJECT #5, CHANGE ORDERS #8 AND #9

Reference: Public Services Director memo dated May 17, 2013

RECOMMENDATION:

That the City Council authorize Change Order #8 as an increase of \$107,444.20 and authorize Change Order #9 as a deduct of (\$50,157.25) for FEMA Alternative Project #5.

- C. SUBJECT: DISCUSSION AND ACTION REGARDING PENSACOLA BEACH NATURAL GAS PIPELINE EXPANSION CHANGE ORDER #10**

Reference: Public Services Director memo dated May 20, 2013

RECOMMENDATION:

That the City Council award Change Order #10 to install 1,000 feet of 2" gas main, for FEMA Alternate Project #5 in the amount of \$20,133.50 to Utility Services Company.

- D. SUBJECT: DISCUSSION AND ACTION REGARDING NATURAL GAS SERVICE TO PORTOFINO TOWER #2 AND PIZZA KITCHEN**

Reference: Public Services Director memo dated May 16, 2013

RECOMMENDATION:

That the City Council authorize payment of \$25,339 to Utility Service Company for the installation of 1,440 feet of 2" gas main to Portofino Tower #2 and Pizza Kitchen.

- E. SUBJECT: DISCUSSION AND ACTION REGARDING FERTILIZER AND PESTICIDE APPLICATION - TIGER POINT GOLF CLUB**

Reference: Parks and Recreation Director memo dated May 21, 2013

RECOMMENDATION:

That the City Council approve the expenditure of \$45,379 to Sportco, Pensacola, FL for the spring application of fertilizer and pesticides at Tiger Point Golf Club.

- F. SUBJECT: DISCUSSION AND ACTION REGARDING REPLACEMENT OF VENDING MACHINES**

Reference: City Manager memo dated May 22, 2013

RECOMMENDATION:

That the City Council approve the purchase of two (2) Futura Combo vending machines for a total cost of about \$7,350.

**G. SUBJECT: DISCUSSION AND ACTION REGARDING FEE TO PLAY
TENNIS - SHORELINE PARK**

Reference: City Manager memo dated May 22, 2013

RECOMMENDATION:

That the City Council provide direction to staff on the issue of further analyzing fees for use of all recreational facilities/activities.

**H. SUBJECT: DISCUSSION AND ACTION REGARDING CITY SUPPORT
OF THE HEALTHY SUMMIT**

Reference: Verbal report by the Mayor

RECOMMENDATION:

That the City Council commit to support of an initiative for a healthier community.

**I. SUBJECT: DISCUSSION AND ACTION REGARDING SIDEWALK -
SHORELINE SOUTH ART PROJECT**

Reference: City Manager memo dated May 28, 2013

RECOMMENDATION:

That the City Council approve an expenditure of \$6,780 from the Capital Projects fund for construction of a sidewalk to be installed at the Peter King sculpture at Shoreline South by North Florida Construction.

Councilman Fitch moved for approval of Consent Agenda items A - I. Councilman Schluter seconded. The vote for approval was 3 - 0.

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ACTION AGENDA ITEMS:

NONE

ADJOURNMENT:

The Mayor adjourned the meeting at 6:38 p.m.

CITY CLERK

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, June 3, 2013, at 6:32 p.m.

Upon call of the roll for the Community Redevelopment Agency the following members were present: Councilmen Cherry Fitch, Mayor Pro Tem J. B. Schluter, and Mayor Beverly Zimmern. Councilman Joseph Henderson was out of town and Councilman David G. Landfair was not in attendance.

The purpose of the meeting was for the Board of Directors of the Community Redevelopment Agency to consider the following

**A. SUBJECT: DISCUSSION AND ACTION REGARDING PROPERTY
EVALUATION**

Reference: City Manager memo dated May 30, 2013

RECOMMENDATION:

That the City Council meet as the Board of Director of the Community Redevelopment Agency and approve payment of \$2,900 to Fruitticher Lowery Appraisal Group.

Councilman Schluter moved for approval. Councilman Fitch seconded. The vote for approval was 3 - 0.

ADJOURNMENT:

The Mayor adjourned the meeting at 6:35 p.m.

CITY CLERK

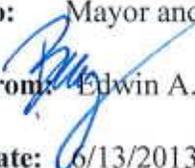
MAYOR



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 6/13/2013

Subject: Resolution 09-13, Approving a Plan of Finance for the Construction of Student Housing Facility at the University of West Florida and Approving Issuance of a Approximately \$40,000,000 of Captical Trust Agency Bonds and Approving Amendment 37 to the Interlocal Agreement with The Town of Century.

At the June 13th Executive Session, the City Council approved placement of the attached Resolution on the agenda for your June 17th Regular Meeting. The Capital Trust Agency met on June 13th and adopted Resolutions approving this plan of finance and the issuance of approximately \$40,000,000 in CTA bonds.

In addition to the Resolution prepared for your consideration, also attached are some of the supporting materials provided to the CTA Board. Ed Gray will be present at your meeting on June 17th to answer questions you may have. This project included student housing, a lodge (hotel) for visitors to UWF and the area, restaurant facilities and retail shops.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 09-13 APPROVING A PLAN OF FINANCE FOR ARGONAUT VILLAGE AND THE ISSUANCE OF APPROXIMATELY \$40,000,000 IN CTA BONDS AND AMENDMENT 37 TO THE INTERLOCAL AGREEMENT BETWEEN GULF BREEZE AND THE TOWN OF CENTURY.

RESOLUTION 09-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF THE ACQUISITION AND CONSTRUCTION OF A STUDENT HOUSING FACILITY AND RELATED INFRASTRUCTURE TO BE LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF APPROXIMATELY \$40,000,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH FACILITY; 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. 33 (including Amendments No. 14-A, 23-A, 24-A and 35) (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 June 13, 2013, 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, constructing, furnishing, and equipping of a student housing facility, a conference and academic center, parking amenities and related infrastructure for utilities, access, ingress, and egress, as further described on attached Schedule I, to be located on the main campus of the University of West Florida, 11000 University Parkway, Pensacola, Florida (collectively, the "Series 2013 Project"); and

WHEREAS, the City has been advised that the Agency desires to issue an approximately \$40,000,000 aggregate principal amount of Bonds (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), to finance the Series 2013 Project on behalf of Vieste Development, LLC, a limited liability company of the State of Indiana, for itself and on behalf of its managing members (collectively, the "Sponsor"), through West Florida Development Group, LLC, a

LLC, a Delaware limited liability company authorized to transact business in the State of Florida and whose principal place of business is 105 West Adams Street, Suite 2700, Chicago, Illinois 60603, or one or more its affiliates (as applicable, the "Borrower") to (i) finance or refinance the Series 2013 Project, (ii) fund interest on the Bonds during the period of construction of the Series 2013 Project, (iii) fund the costs of marketing the Series 2013 Project, (iv) provide working capital for the Series 2013 Project, (v) fund the Debt Service Reserve Fund for the Bonds, and (vi) pay the costs of issuance of the Bonds (collectively, the "Plan of Finance"); and

WHEREAS, the City Council desires to approve the Bonds and the issuance and sale thereof pursuant to the Plan of Finance, 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. BONDS AND PLAN OF FINANCE APPROVED.

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the issuance of the Bonds described in the Notice. 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, approvals or instruments deemed necessary or convenient to effect, implement, maintain and continue the Plan of Finance, the financing or refinancing of the Series 2013 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.

SECTION 2. AMENDMENT NO. 37 TO THE ENABLING AGREEMENT RATIFIED.

Pursuant to the Enabling Agreement, there is hereby approved the execution and delivery of an amendment to the Enabling Agreement (the "Amendment") to effect the approvals set forth in Section 1 hereof. Such Amendment shall be in substantially the form attached hereto as Exhibit "A," 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 3. 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.

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SECTION 4. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this _____ day of June, 2013.

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Marita Rhodes, City Clerk

EXHIBIT "A"

**AMENDMENT NO. 37
OF THE ENABLING AGREEMENT**

[Follows]

SCHEDULE I

The Series 2013 Project consists of the acquisition, construction, furnishing, and equipping of a 410-bed housing facility housed in two buildings with approximately three hundred fifty-six (356) beds devoted to student housing and approximately fifty-four (54) beds devoted to guest housing; a conference and academic center; parking amenities; related infrastructure for utilities, access, ingress, and egress, which will be located on the main campus of the University of West Florida, 11000 University Parkway, Pensacola, Florida, to be financed in an aggregate principal amount of approximately \$40,000,000.

AMENDMENT NO. 37 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 37 TO INTERLOCAL AGREEMENT** (this "Amendment No. 37") is made and entered into as of the 1st day of _____, 2013, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties hereto have by Interlocal Agreement, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 36 (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, Vieste Development, LLC, a limited liability company of the State of Indiana, for itself and on behalf of its managing members (collectively, the "Sponsor"), through West Florida Development Group, LLC, a Delaware limited liability company authorized to transact business in the State of Florida and whose principal place of business is 105 West Adams Street, Suite 2700, Chicago, Illinois 60603, or one or more its affiliates (as applicable, the "Borrower"), is engaged in, among other things, acquiring, constructing, developing, furnishing, equipping, owning, and operating student housing facilities; and

WHEREAS, on June 13, 2013, the Agency approved a request by the Sponsor through the Borrower that the Agency issue its revenue bonds in a principal amount of approximately \$40,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), in one or more series (the "Bonds") and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing and refinancing student housing facilities, as further described on attached Schedule 1, to be located on the main campus of the University of West Florida, 11000 University Parkway, Pensacola, Florida (the "Series 2013 Project"), including the acquisition, construction, furnishing, and equipping of a 410-bed housing facility housed in two buildings with approximately three hundred fifty-six (356) beds devoted to student housing and approximately fifty-four (54) beds devoted to guest housing; a conference and academic center; parking amenities; related infrastructure for utilities, access, ingress, and egress for the Series 2013 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 Sponsor, 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. 37 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 Series 2013 Project; provided that at no time shall the aggregate 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 SERIES 2013 PROJECT.

This Amendment No. 37 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 Series 2013 Project.

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

The Parties do hereby approve and authorize the Bonds, and the issuance of Bonds from time to time, in one or more series, in an aggregate principal amount determined by an appropriate official of the Agency to be sufficient to enable the financing of the Series 2013 Project. 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, approvals or instruments deemed necessary or convenient to effect or implement the financing and refinancing of the Series 2013 Project through the issuance of the Bonds, and the purposes and programs for which the Bonds are to be issued and to conform the purposes stated in the Articles of Incorporation of the Agency to authorizations herein contained. No obligation of the Agency under any such

agreement or instrument shall constitute an obligation of Century or of Gulf Breeze. The Bonds shall be limited and special obligations of the Agency, payable from the revenues or receipts of the programs or projects, payments by the Borrower, the Sponsor, 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 or the Sponsor, 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. 37 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 37, 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. 37, the financing agreements and/or bond indentures executed in connection with 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.

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IN WITNESS WHEREOF, the Parties have caused this Amendment No. 37 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, Sr., Mayor

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

SCHEDULE 1

The Series 2013 Project consists of the acquisition, construction, furnishing, and equipping of a 410-bed housing facility housed in two buildings with approximately three hundred fifty-six (356) beds devoted to student housing and approximately fifty-four (54) beds devoted to guest housing; a conference and academic center; parking amenities; related infrastructure for utilities, access, ingress, and egress to the Series 2013 Project, to be located on the main campus of the University of West Florida, 11000 University Parkway, Pensacola, Florida, to be financed in an aggregate principal amount of approximately \$40,000,000.

SCHEDULE 2
PAYMENT TO TOWN OF CENTURY

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

June 11, 2013

Capital Trust Agency Board of Directors

From: Ed Gray, III

UWF Student Housing Project – Resolutions 03-13 and 04-13

Overview

We appreciate your consideration of the unusual action of having both the preliminary and authorizing resolutions being submitted to the board simultaneously. The preliminary (aka inducement resolution) if approved will be an action that includes the attachment of a terms letter typically signed by the developer acknowledging certain liability it will assume for the cost of the agency to process the plan of finance. The authorizing resolution, if approved, will allow the bonds to proceed to marketing and closing.

This transaction comes to us in the stage of final submission due to its being underway for several weeks by another local issuer. I have talked with the senior staff person of that agency who acknowledges this type of financing is outside the scope of the housing financings they usually entertain and encouraged CTA to consider the transaction.

This project comes after many of months of the University of West Florida developing a plan to improve the gateway to its campus and create added amenities for its growing student enrollment. Important to the objective of this project is the success UWF is enjoying attracting students from many parts of the state and southeast. The manageable cost of tuition and the expanding academic offerings of the university have been the basis for a marketing plan resulting in double digit enrollment growth but also creating a need to address student demands. These include up to date campus housing, convenient retail and social attractions such as coffee shops and eating establishments, and overnight accommodations for visiting parents, academic visitors, and others having business with either the university or its student population. Thus, this project to create specialized housing for upper level students, graduate students, married students, and veterans returning for higher education is being planned. All the amenities of an upscale apartment such as swimming pool, exercise facilities, convenient eating places, and meeting rooms are in the design. Its architectural appeal will be an attractive and eye catching development at the entrance of UWF off Highway 90. Approximately 54 of the 410 beds will be utilized as overnight stay or lodge units designed to provide short stay accommodations to visitors, parents, or others wanting to stay near or on campus a few nights at a time. Originally, the UWF plan called for hotel and conference facilities on this site. Feasibility of this concept proved unworkable. However, additional student housing units are a need for the university. Incorporating a small number of the units as lodge accommodations in the vicinity of the larger upper level student housing facility resulted in a concept attracting private developers to provide equity and pursue the project. Vieste LLC became UWF's developer of choice. One of its managing members, Mike Comparato, will be here Thursday to better explain his organization's interest and role in constructing the project.

Following this overview is our Compliance Checklist transmittal and Phil Guistolise's report. Phil happens to be in close proximity to the offices of Vieste and was retained to gather due diligence on site in the home office of the developer.

MEMORANDUM

TO: Ed Gray
FROM: Phil Guistolise
RE: University of West Florida Transaction
DATE: June 10, 2013

- Background: West Florida Development Group, LLC (“WFDG”) is a for-profit entity licensed to do business in Florida. It has 3 members: VIP I LLC, a Chicago-based developer of public-private partnerships controlled by Vieste, LLC whose CEO is Mike Comparato; WF Student Housing, LLC, a Chicago-based investment firm run by Bradley Associates; and Social Infrastructure Partners West Florida, a Chicago-based investment firm run by a subsidiary of Vieste. Mike Comparato will also serve as CEO of WFDG.

WFDG has entered into a transaction with the University of West Florida to build a 356 bed dormitory and adjoining 54 bed guest suite, conference and campus center. The approximate cost of the transaction is \$46,320,000, which will be comprised of equity of \$6,950,000 and taxable debt of \$39,410,000. The equity portion will have 3 components: \$2,500,000 raised by each of Vieste & Bradley, plus \$1,950,000 contributed by the vendor of food and other services at UWF. The \$1,950,000 represents reimbursement for the cost of building its specific requirements into the entire project. In essence, these costs are “baked into” the hard and soft construction costs.

WFDG has requested that Capital Trust Agency issue not more than \$40,000,000 of taxable debt to fund the transaction.

- The Transaction: The property on which the project will be built is located at the eastern entrance of the UWF campus. UWF (through a series of related entities) will lease the land to WFDG for 50 years. Rent for year one will be approximately \$171,000, increasing 2 ½% /year. An environmental assessment was completed, and the property is clean.

Upon completion, WFDG will enter into a long-term management agreement with an affiliate of UWF for said affiliate to operate the facility in the same manner in which it operates its current student housing.

Construction will take approximately 12-13 months; the units must be ready for student occupancy by the beginning of the Fall, 2014 semester. It is expected that the residents will be upperclassmen, military, married and graduate students.

The completed projection will be named Argonaut Village. The dorm facility will be called Argonaut Village I and will comprise 3 residential floors above 1 level of retail. The guest suites will be called Argonaut Lodge and will also be a mid-rise building. There will be just over 200,000 square feet of residential square footage,

and about 20,000 square feet of retail. There will be surface parking for about 529 cars.

The General Contractor will be Manhattan Hewes Construction, based in Ft. Meyers. The GC will enter into a guaranteed maximum price contract.

The underwriter will be Raymond James. The bonds will be unrated. It is assumed the interest rate will be 7.25%, interest only for 2 years (to allow for construction and lease up); thereafter the bonds will be amortized over 33 years. The bonds will be sold to Qualified Institutional Buyers, with an initial "big boy letter". The minimum denomination will be \$100,000.

Although the only security for the bonds will be the assets being built and the cash flow generated thereby, UWF agrees to charge rent for the beds (including the guest suites) sufficient to maintain a 1.2 debt service coverage.

No appraisal has been obtained for the transaction.

Jerry Peterson (Peck, Shaffer Atlanta office) just closed a transaction in Arizona (solid waste disposal facility). He said that Vieste and Mike Comparato were professional in their work, did what they said they would do and conducted themselves with integrity.

We have conducted no due diligence on the General Contractor.

Raymond James enjoys an excellent reputation.

3. Sources & Uses:

A. Sources

1. Equity	6,950,000
(a) Vieste-raised equity (10% return)	2,500,000
(b) Bradley-raised equity (10% return)	2,500,000
(c) Compass Equity	<u>1,950,000</u>
	6,950,000
2. Taxable bonds (7.25%/33 yrs: \$3,146,936)	<u>39,410,000</u>
	46,360,000

B. Uses

1. Hard costs	25,421,159
(a) Site work	941,350
(b) Building costs	21,669,278
(c) FFE	850,000
(d) Speciality construction	750,000
(e) Contingency (5%)	<u>1,210,531</u>

			25,421,159
2.	Soft costs		
	(a) Designer fees	1,428,746	18,786,885
	(b) Design consultants	671,550	
	(c) Program Management Fee	1,466,075	
	(d) Other costs (ins, permits, etc.)	1,537,367	
	(e) Financing fees	5,794,100	
	-dsr	3,213,400	
	-working capital	750,000	
	-equity fee	150,000	
	-Vieste fee	400,000	
	-COI	1,280,700	
	---underwriter fee	788,200	
	---bond counsel	95,000	
	---underwriter counsel	60,000	
	---developer counsel	65,000	
	---University counsel	50,000	
	---trustee fee	5,000	
	---trustee counsel	5,000	
	---rating agency fee	50,000	
	---printing	2,500	
	---issuer fee	10,000	
	--- borrower counsel	50,000	
	---misc.	25,000	
	---title insurance	<u>75,000</u>	
		1,280,700	
			5,794,100
	(f) Construction int. (includes \$1,083,383 equity int.)	5,689,634	
	(g) Developer fee (to Vieste)	<u>2,199,413</u>	
			18,786,885
3.	Contingency		<u>2,151,956</u>
			46,360,000

4. Cash Flow

A. Income

		<u>Academic Semester Rent</u>	<u>Summer Rent</u>	<u>Academic Year</u>	<u>Summer</u>	<u>Total</u>
(a) Argonaut Village (student housing)						
(i) 2BR; 89 units; 178 beds	<u>178</u>	3,900	3,120	1,388,400	555,360	1,943,760
(ii) 4BR; 26 units; 104 beds	<u>104</u>	3,600	2,880	748,800	299,520	1,048,320
(iii) 1BR; 18 units; 18 beds	<u>18</u>	4,200	3,360	151,200	60,480	211,680
(b) Argonaut Lodge (student housing)						
(i) 2BR / 2 BA ;8 units; 16 beds	16	4,000	3,200	128,000	51,200	179,200
2BR / 1 BA ; 4 units; 8 beds	8	3,900	3,120	62,400	24,960	87,360
(ii) 1BR;2 units; 20 beds	20	4,200	3,360	168,000	67,200	235,200
(iii) Studio; 4 units; 4 beds	<u>4</u>	3,750	3,000	30,000	12,000	42,000
	<u>348 beds</u>			2,676,800	1,070,720	3,747,520
Student vacancy (5% academic yr. 45% summer)				<u>(133,840)</u>	<u>(481,824)</u>	<u>(615,664)</u>
Effective Student Rents				2,542,960	588,896	3,131,856
(c) Argonaut Lodge (guest rooms)						
(i) 2BR; 4 units; 169/night	<u>4</u>			246,740		
(ii) Studio; 54 units; 119/night	<u>54</u>			<u>2,345,490</u>		
	58 units			2,592,230		
Vacancy (45%)				(1,166,504)		
Effective Guest Income				1,425,727	1,425,727	
Total Rental Income					4,557,583	
(d) Lodge food & beverage				272,123		
(e) Lodge parking				8,820		
(f) Village other income				<u>55,125</u>		
				336,068	<u>336,068</u>	
Total Income					4,893,651	

B. Expenses

(a) Village						
(i) admin. (included in mgmt fee; managed by University)				-		
(ii) leasing (included in mgmt fee; managed by University)				-		
(iii) payroll (included in mgmt fee; managed by University)						

(iv)	repairs & maintenance	48,000	
(v)	Utilities	189,000	
(vi)	Insurance	27,000	
(vii)	real estate taxes	-	
(viii)	mgmt fee (3.5%)	95,369	
(ix)	ground rent to UWF	95,369	
(x)	replacement reserve (408/unit)	<u>53,549</u>	
	Total Village Expenses	508,287	508,287

(b) Lodge

(i)	Rooms (maids, housekeeping)	232,870	
(ii)	Conference center expenses	200,000	
(iii)	Admin.	139,722	
(iv)	Repairs & maintenance	65,898	
(v)	mgmt fee (3.5%)	75,330	
(vi)	Taxes	43,362	
(vii)	Insurance	15,964	
(viii)	Utilities	111,745	
(ix)	ground rent	75,330	
(x)	replacement reserve	<u>10,805</u>	
	Total Lodge Expenses	971,026	<u>971,026</u>

Total Expenses 1,479,313

NOI 3,414,338

d/s on bonds (int. only) (2,857,225) 1.19 dsc

cash flow 557,113

Issuer fee

S&P fee

Trustee fee

Incentive mgmt fee

Preferred Return to Investors

C. Cash Flow Year 3

Total Income (2.5% annual increase in student rent; slightly higher guest suite occupancy; 2% annual increase in all other categories) 5,275,521

Total Expenses	(2% annual increases)	<u>(1,584,471)</u>	
NOI		3,691,050	
d/s on bonds		<u>(3,146,936)</u>	1.17 dsc
cash flow		544,114	
Issuer fee			
S&P fee			
Trustee fee			
Incentive mgmt fee			
Preferred Return to Investors			

5. Discussion.

a. Use of Proceeds: The underwriter will receive a fee of \$788,000, or approximately 2% of the bonds. The developer fee of \$2,199,413 is approximately 5% of the total transaction. For that, Vieste will be taking a delivery guarantee risk (along with WFDG). The developer is also getting a fee of \$400,000 (approximately 1%) for putting the transaction together. For raising \$5,000,000 in equity, Vieste and Bradley are receiving \$150,000, or 3%. The Project Management Fee of \$1,455,075 will be paid to Vieste for design, engineering and oversight of the project.

All fees seem reasonable in light of the size and scope of the transaction.

b. Cash Flow Projections:

(i) Income. The projected rents for the student apartments were determined, per Vieste, in joint consultation with the University.

In November, 2012 UWF commissioned a report to study the need for additional student housing. The report indicated strong demand and stated that since 2010, rental rates have increased 2-3% /year. A 2BR/2BA apartment at Village West (managed by UWF) will rent for 3700/semester beginning in the fall of 2013. Argonaut Village will charge 3900 beginning in the fall of 2014. That is a 5% increase for a brand new property. Similarly a 4BR/2BA at Village West will rent for 3268 in the fall of 2013; Argonaut Village will charge 3600, a 10% increase, but not only will it be new, it will also have 2 more bathrooms.

Given the fact that rental rates were established jointly with the University, we find them reasonable.

We express no opinion on guest suite rates to be charged at the Lodge.

(ii) Vacancy. A student vacancy of 5% during the academic year, and 45% during the summer is reasonable.

We express no opinion on the 45% vacancy used for the guest suites.

(iii) Expenses. An affiliate of the University will operate the Village for a 3.5% management fee. Included in the fee are both administrative and payroll expenses. We assume the University knows the cost of operating its own residence facilities and thus we find the residential expenses reasonable.

We express no opinion on the Lodge expenses.

(iv) Debt Service Coverage. In order to approach 1.2 dsc in Year 3 when full amortization commences, student housing rent is projected to increase 2.5%/year (consistent with the market study's 2-3%). Occupancy on the guest suites increase from 55%-60%. All other income and expense numbers increase 2%/year.

The student housing increases appear reasonable. Again we have insufficient knowledge to comment on the guest suite increases.

(v) UWF covenant to sustain 1.2 dsc

We have been told the University will contractually obligate itself to maintain 1.2 debt service coverage, even if it means renting guest suites to students. However, since the relative rates of the guest suites (119-169/day) far exceeds the "daily" rate of the student housing portion, we have run a rudimentary stress test to see how low the minimum occupancy rate at the guest suites could be and still have the project break even (1.0 dsc). It would appear the break even rate is around 60% vacancy for the guest suites.

6. Conclusion and Recommendation.

This is a new type of transaction for Trinity Partners, hence the uncertainty in portions of this memorandum. Nevertheless, it probably represents the future for the Capital Trust Agency. CTA will be seeing more of these public-private partnership transactions.

A. The cons. The down side of this transaction would appear to be either the project does not get timely completed or suffers cost overruns, or once completed it does not lease up or remain leased up or otherwise does not attain the NOI projected. The first is in the bailiwick of the General Contractor and the Developer. Presumably the GC has enough experience and capital to make good on its guarantee of completion and delivery. The second falls squarely upon the University. It is difficult to imagine the University of West Florida allowing a large, new project on its campus, built in a strategic location, to fail.

B. The pros. For CTA to undertake this transaction could open a doorway to similar projects. It would further seem to be a civic function to act as the facilitator for a project desired by the University in CTA's neighborhood.

We recommend approval of the transaction.

Staff Recommendation: Requesting action for Authorizing Resolution

Key Data

Project Type:
Student housing

Rating:
S&P: BB (Expected)

Source of Repayment:
Rental Revenue

Credit Enhancement:
N/A

Debt Authorization:
Up to \$40,000,000

Sale Type:
Direct private placement by Placement Agent

Compliance Issue Highlights

- **Public purpose:** Financing the acquisition, construction, furnishing, and equipping of a 410-bed housing facility for student and guest housing, meeting rooms, and other related amenities to fulfill the strategic objectives of the area's only senior level university.
- **Legal authorization:** There are many precedents nationally qualifying this transaction for taxable financing. At this time, bond counsel feels no need for further bond validation. TEFRA approval was not necessary because the bonds are fully taxable.
- **Project's expected success:** The management of the properties will be handled by University of West Florida Business Enterprises, Inc ("BEI"). BEI was formed for the purpose of, among other things, facilitating the development of a multi-phase expansion projected on UWF's campus. BEI is an affiliate and direct support organization of UWF, and as such will manage the properties in the same standard as the rest of the student housing on campus. The market demand study done for the project shows that the project will only need to capture 10.7% of the market based on 3% enrollment growth by 2015 (with below 25% a generally acceptable capture rate) to fully absorb the beds created by the project.
- **Limited Offering Memorandum:** Haynsworth Sinkler Boyd has taken the lead on preparing the (Preliminary) Limited Offering Memorandum and other transaction documents. All parties involved have been reviewing and commenting on the document during the drafting process. Copies of the (P)LOM are available for review. Pertinent disclosures of the issuer are contained in the documents.
- **Financial and operating accuracy in LOM:** The data for the (P)LOM has been and is continually being reviewed by staff, consultants and counsel and appears to be reasonable and conservative.
- **Material events:** The timing of this project and its inducement and final authorization have not allowed for any material events to occur between the two resolutions.
- **Outside professional selection, reliability and compensation:** The placement agent, borrower, consultants and their respective legal counsels are all reputable parties that have established and known practices in their field. Each of the professionals engaged in the financing are persons or entities having no known reasons to question their ethical standards. We believe them to be capable in their roles and reputable parties to properly structure this debt issuance. Compensation is within acceptable ranges for a financing of this type in the judgment of the Executive Director based on comparisons to other recent and similar project financings.
- **Conflicts of interest:** There are not currently, nor are there expected to be, any conflicts of interest in this transaction. Should this change, the relationships will be fully disclosed and steps will be taken

to ensure such relationships are acceptable with the project's financing. The transaction related to this financing will all be done fairly and without imbedded costs outside of what is required.

- **Continuing disclosure duty assumptions:** The Borrower will enter into a Disclosure Dissemination Agreement with Digital Assurance Certification, LLC as the Dissemination Agent prior to closing. The Borrower is obligated to send, or cause to be sent, all continuing disclosures. CTA has no obligation to provide any updated information related to itself or the Project pursuant to the Disclosure Agreement or otherwise.

Financial Information

The financial information attached is similar to those figures in the memo by Phil Guistolise, and are believed to be accurate and true. Based on these figures, debt service and ongoing costs of the transaction will be paid until a 34% occupancy rate occurs for the guest rooms at the Argonaut Lodge (currently projected as 55% in year 1 and 60% in year 2). The Issuer's Fee at closing for this transaction will be \$95,000, with 12bps for the annual fee.

Capital Trust Agency
 Student Housing Revenue Bonds
 West Florida Development Group, LLC (as of 6/11/13)

Sources:	Total	410 Per Bed
Bond Proceeds:		
Par Amount	39,436,872	96,187
Other Sources of Funds:		
Equity Contribution (15%)	6,950,000	16,951
	<u>\$ 46,386,872</u>	<u>113,139</u>
Uses:		
Project Fund Deposits:		
Construction Costs	25,421,160	62,003
Soft Costs	8,936,186	21,796
	<u>34,357,346</u>	<u>83,798</u>
Other Fund Deposits:		
Capitalized Interest Fund - Construction Period	4,606,301	9.93%
Debt Service Reserve Fund	3,213,400	6.93%
Working Capital Reserve	750,000	1.62%
Project Contingency	1,915,441	4.13%
	<u>10,485,142</u>	<u>22.60%</u>
Delivery Date Expenses:		
Underwriter's Discount	788,200	1.70%
Cost of Issuance	752,000	1.62%
	<u>1,540,200</u>	<u>3.32%</u>
Other Uses of Funds:		
Additional Proceeds	4,184	0.01%
	<u>\$ 46,386,872</u>	<u>113,139</u>

Capital Trust Agency
 Student Housing Revenue Bonds
 West Florida Development Group, LLC (as of 6/11/13)

	Pro Forma	410 Per Bed
INCOME		
Argonaut Lodge	\$ 1,880,155	\$ 4,586
Argonaut Village 1	\$ 2,677,428	\$ 6,530
Net Rental Income	\$ 4,557,583	\$ 11,116
Total Other Income	\$ 336,068	\$ 820
Effective Gross Income	\$ 4,893,651	\$ 11,936
EXPENSES		
Management Fees	\$ 170,969	3.49%
Rooms	\$ 232,870	\$ 568
Admin.	\$ 139,722	\$ 341
Ground Lease	\$ 170,969	\$ 417
Other	\$ 200,000	\$ 488
Contract Services		\$ -
Utilities	\$ 300,745	\$ 734
Maintenance, Repairs & Turnover	\$ 113,898	\$ 278
Taxes	\$ 43,362	\$ 106
Insurance	\$ 42,964	\$ 105
Sub-Total Expenses	\$ 1,415,499	\$ 3,452
Capital Expenditures (Replacement Reserve)	\$ 64,354	\$ 157
Total Expenses	\$ 1,479,853	\$ 3,609
Net Operating Income Available for Debt Service	\$ 3,413,798	\$ 8,326
Bond Sizing	\$ 39,436,872	
Debt Service	\$ 2,857,225	
		Coverage
Net Operating Income	\$ 3,413,798	
Debt Service Reserve Fund Earnings	\$ 20,000	
Net Revenues Available for Debt Service	\$ 3,433,798	1.20
Trustee Fee	\$ 15,000	
Issuer Fee	\$ 47,325	11.87
S&P Surveillance Fee	\$ 15,000	
Incentive Management Fee	\$ 159,295	
Net for Distribution	<u>\$ 339,953</u>	

EXECUTIVE COMMITTEE REPORT

WEDNESDAY, JUNE 12, 2013

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

ACTION AGENDA ITEMS:

**A. SUBJECT: DISCUSSION AND ACTION REGARDING DEBT
CONSOLIDATION AND FINANCING FOR TIGER POINT
GOLF CLUB**

Reference: City Manager memo dated June 7, 2013

RECOMMENDATION:

That the City Council direct staff to seek proposals from area banks for refinancing the 2009 Coastal A Loan and to take actions necessary to obtain a loan from the 1985 Gulf Breeze Loan Program for approximately \$6,000,000 for purchase and rebuild of the Tiger Point facility.

**B. SUBJECT: DISCUSSION AND ACTION REGARDING PROPOSED CAPITAL
TRUST AGENCY FINANCING - ARGONAUT VILLAGE -
UNIVERSITY OF WEST FLORIDA**

Reference: City Manager memo dated June 7, 2013

RECOMMENDATION:

That the City Council agree to consider a Resolution approving a plan of finance for Argonaut Village and issuance of approximately \$40,000,000 in Capital Trust Agency bonds at the June 17, 2013 regular City Council meeting.

**C. SUBJECT: DISCUSSION AND ACTION REGARDING COMMUNITY
CENTER PROJECT - LIQUIDATED DAMAGES**

Reference: Parks and Recreation Director memo dated June 6, 2013

RECOMMENDATION

In recognition of the excellent job provided by Hewes Construction on the Community Center project and the numerous cost savings efforts initiated by Hewes, the City Council waives assessment of liquidated damages. Hewes

agrees to remove compacted rock and soil from the area between the sidewalk and the paved surface of Shoreline Drive and install Argentine Bahia sod and irrigation. Hewes will also remove existing turf from west entrance to South Sunset and install irrigation and Bahia sod.

D. SUBJECT: DISCUSSION AND ACTION REGARDING RED LIGHT CAMERA PROGRAM

Reference: City Manager memo dated June 7, 2013

RECOMMENDATION:

No Council needed at this time. To be presented at an upcoming meeting.

E. SUBJECT: DISCUSSION AND ACTION REGARDING NATURAL GAS SERVICE TO BEACH CLUB RESORT

Reference: Public Services Director memo dated June 7, 2013

RECOMMENDATION:

That the City Council authorize Utility Service Company to install a natural gas service line to Beach Club Resort for \$6,208.00.

F. SUBJECT: DISCUSSION AND ACTION REGARDING BUDGET REVIEW SCHEDULE

Reference: City Manager memo dated June 7, 2013

RECOMMENDATION:

That the City Council establish the following dates for two (2) budget workshops: (1) Saturday, July 13th, 9:00 a.m. - Noon; (2) Saturday, August 3rd, 9:00 a.m. - Noon.

G. SUBJECT: DISCUSSION AND ACTION REGARDING ATTENDANCE AT ANNUAL FLORIDA LEAGUE OF CITIES CONFERENCE AND DESIGNATION OF VOTING DELEGATE

Reference: City Manager memo dated June 7, 2013

RECOMMENDATION:

That the City Council discuss attendance at the Florida League of Cities Annual conference and designate Mayor Beverly Zimmern as a Voting Delegate from among those attending.

H. SUBJECT: DISCUSSION AND ACTION REGARDING CRA IMPROVEMENT CONCEPT - LANDSCAPING AND SIGNS

Reference: Assistant City Manager memo dated June 7, 2013

RECOMMENDATION:

That the City Council direct staff to develop a landscaping and sign incentive plan incentive plan for the CRA and that the City Council meet as the CRA Board on Monday, June 17, 2013 and approve the amount of \$4,000 towards the monument sign purchase at the Valero gas station contingent on the station improving and maintaining the landscape on their property.

I. NEW BUSINESS: DISCUSSION AND ACTION REGARDING APPOINTING MAYOR TO CAPITAL TRUST AGENCY BOARD AS A CITY COUNCIL REPRESENTATIVE

Reference: City Manager verbal report

RECOMMENDATION:

That the City Council appoint Mayor Zimmern to the Capital Trust Agency Board as the City Council's representative.

J. NEW BUSINESS: DISCUSSION AND ACTION REGARDING PRESENTING PROCLAMATION TO CITIZEN WHO HELPED WITH BREEZE APARTMENT FIRE

Executive Committee Report
June 12, 2013
Page Four

Reference: City Council Request

That the City Council direct staff to find the identity of the individual who helped residents at the Breeze Apartment fire before police and fire arrived.

**COMMUNITY REDEVELOPMENT AGENCY
BOARD OF DIRECTORS**

JUNE 17, 2013
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

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

- A. (1) Discussion and Action Regarding CRA Improvement Concept - Landscaping and Signs
- (2) Discussion and Action Regarding Sign at Valero Gas Station

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

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: June 7, 2013
SUBJECT: CRA Improvement Concept – Landscaping and Signs

We have properties in the CRA that do not maintain their landscaping up to standard either on their property or in the right of way in front of their property. We have other vacant and cleared properties that have been for sale for quite a while (Benson property) that look un-kept. Also, there are a few properties that still have pedestal signs. All these properties have a negative effect on the overall aesthetics and landscaping along the US 98 corridor.

Is it permissible to use Community Redevelopment funds for aesthetic improvement of private property? In accordance with Fla. Statue Section 163.370 regarding the powers of the CRA, the answer is yes. Especially if we are carrying out our community development plan. CRA improvements are vital to supporting the public and private reinvestment efforts in a redevelopment area.

Staff is in the process of developing an incentive plan whereby the property owners would get money to defray the initial cost of landscaping or upgrading existing landscaping. With the possibility of offering a stipend to maintain the property (the amount of which would be less than the actual cost). Staff would create minimum landscape standards, giving property owners a period to comply, but incentivizing faster compliance by contributing to the cost. Staff is researching if the CRA can implement ordinances which mandate landscape improvements for vacant property in the CRA. In so doing, the CRA could require owners to maintain their property in an aesthetically pleasing manner until redeveloped. Staff will present the plan for review and approval within the next 30 days.

Recently, we have contacted one owner of the worst looking pedestal signs about converting voluntarily to the new monument sign. That sign is at 729 Gulf Breeze Parkway (Valero gas station). The owner has submitted a development order to change his sign within the existing sign ordinance guidelines. This development order has been approved and will cost the owner about \$1,950. See attached picture of old sign and new

updated sign. After having conversations with the owner about a monument sign, he had the sign company provide a quote (attached with picture of sign) for a monument sign. The quote was for \$11,731.35. Staff asked the owner what assistance from the City would it take for him to consider replacing his pedestal sign with a monument sign. The negotiated amount was \$4,000.00.

Before the City Council approves a formal CRA incentive plan for landscaping and signs, staff would like to recommend offering assistance to the owner of the Valero gas in the amount of \$4,000. The new monument sign would have a positive effect to the overall aesthetics of the US 98 corridor.

RECOMMENDATION: That the City Council direct staff to develop a landscaping and sign incentive plan for the CRA and that the City Council meet as the CRA Board on Monday, June 17, 2013 and approve the amount of \$4,000 towards the monument sign purchase at the Valero gas station.

MID (CONT.)

APPROVED

13-1000024



APPROVED

13-1000024

CITY OF OULDS

291607-3 Option 2

Valero 56" x 50"

Gas Price 56" x 50"

14" x 7" Font

Grade Placards Approx. 6" x 27"



THESE PLANS COMPLY WITH CHAPTER 23, SEC. 23-16 OF THE CITY'S LAND DEVELOPMENT CODE.

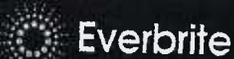
BY: *Craig L. Carmichael*



NEW



NEW



DISCLAIMER: Renderings are for graphic purposes only and not intended for actual construction dimensions. For window requirements, weight, strength and mounting details, please refer to engineering specifications and install drawings.

CUSTOMER: G:\Layout\FLEX\VALERO\Project Numbers	
PROJECT #: 291607-3.fs	
DATE: 1/29/2013	SCALE:
DRAWN BY: Tricia Larson	
LOCATION & SITE NUMBER	
# VAL12842	

DESCRIPTION:
REVISED:
REVISED:
REVISED:

CUSTOMER APPROVAL: NOTE: Unless specified by customer, all depth of embossing will be determined by Everbrite Engineering or existing customer specifications on file.
Colors and graphics on file will be used unless otherwise specified by customer.

Please read carefully, check appropriate box and fax back to Everbrite:

Sketch OK as is
 New sketch required

SIGNATURE

DATE

99 5/16" Cabinet



70" Cabinet
8 ft OAH



VAL-PLR-12-RD-910

VAL-PLR-12-GN-910



Site - Drawing - #
 12842 Dwg 43406
 Date: 3/28/13 Project: Valero
 Requested By: Jennifer Drawing By: Dann



www.alveysigns.com
 13100 Highway 57 N.
 Evansville, IN
 1-888-425-8397
 (812) 867-2567 ph.
 (812) 867-1465 fax

Photos - Scope of Work
 6 x 8 center mount style sign 8' OAH.
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