

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION AGENDA**

**AUGUST 28, 2013
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS**

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Ordinance No. 05-13, Regulation of Front Yard Parking and Parking of Commercial and Recreational Vehicles
- B. Discussion and Action Regarding Development Review Board Recommendations:
 - Richard Henley and Susan Davis
72 North Park Avenue, Easton, CT
Request to Construct a Retaining Wall at 738 Peake's Point
 - Clark and Cynthia Pollitt
210 Pine Tree, Gulf Breeze
Request to Install a Seawall and Construct a Dock and Boathouse
- C. Discussion and Action Regarding Special Event Application from Gulf Breeze Area Chamber of Commerce
- D. Discussion and Action Regarding SSRUS Board Recommendations
- E. Discussion and Action Regarding Offer for 801 Gulf Breeze Parkway
- F. Discussion and Action Regarding Harris-Inman Dock Request
- G. Discussion and Action Regarding Temporary Lease of Property on Bergren Road
- H. Discussion and Action Regarding Cancelation of Award of Bid to EarthLink
- I. Discussion and Action Regarding Resolution No. 16-13 Approving Plan of Finance for Robert Sharp Tower II Project
- J. Discussion and Action Regarding Approval of Municipal Costs for Red Light Camera Hearings
- K. Discussion and Action Regarding Renewal of City Employee Health Insurance Plan

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION AGENDA**

- L. Discussion and Action Regarding Adoption of Resolution No. 13-13, Establishing A Tentative Millage Rate of 2.10 Mills and Resolution No. 14-13, Adopting the Tentative Budget for Fiscal Year 2014
- M. Discussion and Action Regarding Gulf Coast Sustainable Living Center
- N. Information Items

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

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



City of Gulf Breeze

Memorandum

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : 8/23/2013

Subject: **Ordinance No. 05-13, Regulation of Front Yard Parking and Parking of Commercial and Recreational Vehicles**

The City Council approved Ordinance No. 05-13 on August 19, 2013. Public Hearing and Second Reading has been advertised for September 4, 2013.

The purpose of this Ordinance is to regulate the random parking of cars, trucks, and recreational vehicles on front yards. Ordinance No. 05-13 also restates the City's restrictions on the parking of commercial vehicles.

If this Ordinance is adopted following a Public Hearing on September 4, 2013, any car, truck, or recreational vehicle parked in a front yard will have to be parked on a delineated driveway designed for the vehicle to be regularly parked upon it. Delineated driveways cannot exceed 40% of the front yard. Vehicles parked in front yards must be kept clean and operable.

In our research of similar restrictions, we found that many Florida cities of varying demographic makeup have similar or more restrictive controls on parking in front yards.

As noted previously, we have estimated that there are about 90 violations presently if this Ordinance were in effect. We anticipate issuing warnings to encourage compliance in the first six months following approval of this Ordinance.

RECOMMENDATION:

THAT THE CITY COUNCIL HOLD A PUBLIC HEARING ON WEDNESDAY, SEPTEMBER 4, 2013, AND APPROVE ORDINANCE NO. 05-13 ON SECOND READING.

ORDINANCE NO. 05-13

AN ORDINANCE OF THE CITY OF GULF BREEZE ADOPTING SECTION 18-78 OF THE CODE OF ORDINANCES OF THE CITY OF GULF BREEZE PROVIDING FOR REGULATION OF PARKING IN RESIDENTIAL DISTRICTS; ESTABLISHING GENERAL REGULATIONS APPLICABLE TO PARKING OF ALL VEHICLES IN RESIDENTIALLY ZONED DISTRICTS; ESTABLISHING ADDITIONAL REGULATIONS APPLICABLE TO COMMERCIAL VEHICLES AND RECREATIONAL VEHICLES IN RESIDENTIALLY ZONED DISTRICTS; PROVIDING FOR SPECIAL EXCEPTIONS; PROVIDING FOR SEVERABILITY; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council recognizes the importance of preserving the integrity and aesthetic quality of the residential areas of Gulf Breeze.

WHEREAS, through a series of public meetings and workshops the City Council has found that Citizens are strongly in favor of additional measures relating to parking of vehicles, including recreational and commercial vehicles, in residential areas in efforts in enhance and maintain the aesthetic appeal of the community.

WHEREAS, the City Council desires to adopt additional parking regulations contemplated herein in efforts to preserve and enhance the aesthetic quality and community standards of the residential areas of Gulf Breeze.

NOW, THEREFORE, be it ordained by the City Council of the City of Gulf Breeze, Florida, as follows:

SECTION 1. Section 18-78 of the Code of Ordinances of the City of Gulf Breeze, Florida, is hereby created to read as follows:

Section 18-78. Parking of Vehicles in Residential Districts.

(a) *Definitions.* As used in this Section, the following words, terms, and phrases shall have the following meanings and be subject to the following requirements:

Commercial Vehicle shall have the same meaning as set forth in Section 18-75 (a).

Driveway means the improved area (i) between a public street and private property intended to provide ingress and/or egress of vehicular traffic from the public street to a definite area of private property, and (ii) on private property intended to provide off-street parking and ingress and egress of vehicles. The boundaries of a driveway must be clearly delineated by using materials

commonly used for construction of driveways or by clearly outlining the driveway by means including, but not limited to, landscape features such as gravel, shells, or border features. Not more than forty percent of the front yard may be so delineated as a driveway; provided however, a delineated driveway may in all instances be of sufficient size so as to accommodate parking of at least one recreational vehicle and three passenger vehicles (i.e., vehicles that are not recreational vehicles or commercial vehicles) notwithstanding that the size of such driveway may exceed forty percent of the front yard. The delineated driveway must be designed and constructed such that it can support the weight of the vehicle that will be regularly parked upon it. There shall be no more than one contiguous driveway in the front yard; provided, however, for corner lots, there may be a second driveway in the side yard of the corner lot provided that the combined area of both driveways does not exceed forty percent of the combined areas of the front yard and side yard.

Front yard shall mean the area about a residential dwelling unit that is bordered by the street in the right-of-way that abuts the front of the lot on which the dwelling unit is located, the side boundary lines of the lot on which the dwelling unit is located, and the plane of the longest front facade of the dwelling unit that is parallel or nearly parallel to the front lot line of the property on which the dwelling unit is located.

Lot means a parcel of land contained within property lines of a specific area. A *corner lot* means a lot located at the intersection of two rights-of-ways and abutting such rights-of-ways on two adjacent sides of the lot.

Park or *parking* means the standing or storage of a vehicle, whether occupied or not, otherwise than temporarily for the purpose of and while actually engaging in loading or unloading of merchandise or passengers.

Rear yard shall be the area of a residential lot that does not include the front yard and, for a corner lot, the side yard.

Recreational vehicles shall mean boats (including all watercraft that are designed to float including personal watercraft, kayaks, canoes, rowboats, paddle boards, wind surf boards, sailboats, catamarans, etc.), boat trailers, travel trailers, camping trailers, truck campers, motor homes, private motor coaches, utility trailers, flatbed trailers, all terrain vehicles, any vehicle designed as temporary living quarters for recreational, camping, or travel use which either has its own motive power or is mounted on or drawn by another vehicle, van conversions, park trailers, fifth-wheel trailers, and other similar type vehicles.

Right-of-way means land dedicated, deeded, used, to be used or may be used for a street or other purposes by the public, and shall include all of the land lying between any right-of-way lines as delineated on a plat showing such streets, whether improved or unimproved.

Sidewalk means a path or area on public or private property where pedestrians walk or stand, generally parallel to the street.

Side yard applies only to corner lots and shall mean the area about a residential dwelling unit that is bordered by the street in the right-of-way which abuts the side of the lot on which the dwelling unit is located, the plane of the rear boundary line of the lot on which the dwelling unit is located, the plane that is parallel to such side street that is adjacent to that point of the structure of the dwelling unit that is nearest the side street, and the front yard.

Street means the paved surface of any public road in a right-of-way.

Vehicle means every device in, upon, or by which any person or property is or may be transported or drawn including passenger vehicles, recreational vehicles, and commercial vehicles.

(b) *General Parking Regulations Applicable to All Vehicles in Residential Districts.* In addition to other regulations set forth elsewhere in this Code, the following regulations apply to all vehicles in residentially zoned districts in the City:

(1) No vehicle shall be parked in the front yard unless the vehicle is parked on a driveway. For corner lots, no vehicle shall be parked in the front yard or side yard unless the vehicle is parked within a driveway.

(2) No vehicle shall be used for living, sleeping, or housekeeping purposes when parked on a residential lot or at any location not approved for such use. The foregoing notwithstanding, the City Council may authorize recreational vehicles to be used for living, sleeping, or housekeeping purposes after a declared natural disaster, and such authorization must be enacted by resolution of the City Council and must contain a date by which the authorization shall expire unless specifically extended by subsequent resolution. In addition, bona fide house guests of a person residing at a residential dwelling unit may temporarily reside in a recreational vehicle on the lot no more than twice in a six month period with each instance being of a duration of no more than 14 days.

(3) All vehicles permitted by this Section to be parked in the front yard (or side yard with respect to corner lots) must be maintained (i) in a condition such that the vehicle is immediately operable and can be immediately moved offsite in the manner in which such vehicle is intended to be operated (e.g. by its own power if the vehicle is motorized; drawn or towed if the vehicle is not motorized, etc.), and (ii) in a neat, clean and presentable manner with wheels and tires properly mounted, and the area beneath and about the vehicle must be kept in a neat, clean, and presentable condition with no accumulation of undergrowth, weeds, or trash.

(4) Except as specifically authorized by City Council resolution contemplated in subparagraph (2), above, no vehicle shall have temporary or permanent sewer connection.

(5) No vehicle shall be parked on a vacant lot in a residentially zoned district, including lots upon which construction is occurring; provided, however, (i) a recreational vehicle may be located on a construction site to be used as an office, work, or security trailer provided that a

permit for such use has been issued by the Department of Community Services and that the recreational vehicle is not used for living, sleeping, or housekeeping purposes; and (ii) commercial vehicles may be temporarily parked on such lots where construction is actively occurring and for which a current and valid building permit for such construction has been issued by the City and is properly displayed on the premises (unless the construction is of the nature that a building permit is not required, in which event there shall be no requirement to obtain and display such a building permit).

(6) No vehicle may block or in any manner obstruct a sidewalk. Any vehicle permitted by this Section to be parked on a street must be parked such that the vehicle is substantially parallel to the edge or curb of the street and shall not be parked in a manner which blocks or creates a hazard for other vehicles.

(c) *Additional Regulations Applicable to Parking of Commercial Vehicles and Recreational Vehicles in Residential Districts.* In addition to other regulations set forth elsewhere in this Code, including those regulations set forth above in this Section 18-78, the following regulations shall also apply to commercial vehicles and residential vehicles in residentially zoned districts in the City:

(1) Any commercial vehicle or residential vehicle permitted by this Section to be parked in the front yard (or side yard for a corner lot) must be owned, rented, or leased by a person residing on the same lot at which such vehicle is parked; provided, however, this restriction shall not apply to recreational vehicles owned, rented, or leased by bona fide house guests of such resident temporarily residing in the recreational vehicle as contemplated in subparagraph (b)(2), above.

(2) No commercial vehicle or recreational vehicle shall be parked on a street. Commercial vehicles and recreational vehicles may be parked in the right-of-way, but not on a street, only for purposes of active loading and unloading and for no more than six hours in any 24 hour period; provided, however, no commercial vehicle or recreational vehicle may be parked in a right-of-way for any period of time between the hours of 7:00 p.m. and the following 7:00 a.m.

(3) There shall be no more than two commercial vehicles or recreational vehicles parked in the front yard (and side yard, if a corner lot). Additional commercial vehicles and recreational vehicles may be parked on a residential lot if such vehicle is parked in an enclosed garage or in the rear yard.

(4) No recreational vehicle may be used for the storage of goods, materials, or equipment other than those items considered to be part of the recreational vehicle essential for its immediate use.

(5) All recreational vehicles permitted by this Section to be parked in the front yard (or side yard, if a corner lot) shall be parked more or less perpendicular to the right-of-way.

(d) *Special Exceptions.* The City Manager or designee may grant a special exception from the provisions of this Section 18-78 upon written application and a finding that (i) literal interpretation of the provisions of this Section would work in unnecessary and undue hardship on the applicant, (ii) granting of the special exception will not cause a condition or circumstance which creates a nuisance for neighbors of the applicant or the general public, and (iii) special conditions or circumstances exist which are peculiar to applicant's land which are not the result of actions of the applicant. Any special exception granted shall be the minimum exception needed to avoid the unnecessary and undue hardship contemplated in the preceding sentence. Before considering an application, the City Manager or designee shall make reasonable efforts to contact and obtain input from owners of property adjacent to applicant's lot. The decision of the City Manager or designee may be appealed to the City Council. The procedure for appeal shall be the same as for a level one development variance request.

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 supercede 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 FIRST READING ON THE 19th DAY OF AUGUST, 2013.

PUBLISHED ON THE 15TH DAY OF AUGUST, 2013.

PASSED ON SECOND READING ON THE _____ DAY OF _____, 2013.

CITY OF GULF BREEZE, FLORIDA

By: _____
Beverly Zimmern, Mayor

ATTESTED TO BY:

Leslie Guyer, City Clerk

**MINUTES
DEVELOPMENT REVIEW BOARD
AUGUST 20, 2013
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE**

PRESENT

George Williams (joined at 6:34 p.m.)
JB Schluter
Samantha Rine
Bill Clark
Ramsey Landry
Lee Brown
Laverne Baker

ABSENT

STAFF

Shane Carmichael
Leslie Guyer
Stephanie Lucas

The meeting was called to order at 6:30 p.m. by Lee Brown, Chairman.

After Roll Call, a motion was made by Bill Clark to approve the minutes as written. The motion was seconded by Ramsey Landry. The minutes from the meeting of July 2, 2013, were approved unanimously.

Mr. Brown asked if any members had any exparte communication regarding the pending case. Mr. Clark reported he visited the sites, but did not speak to anyone.

PROJECT NO. 13-3000004 – RICHARD HENLEY AND SUSAN DAVIS, 72 NORTH PARK AVENUE, EASTON, CT 06612, REQUESTING TO CONSTRUCT A RETAINING WALL AT 738 PEAKE’S POINT.

Jason Taylor with Wetland Science appeared before the Board on behalf of Mr. Henley and Ms. Davis. Mr. Taylor presented the case to the Board and answered questions.

Shane Carmichael presented the staff report to the Board and answered questions.

After a discussion, a motion was made by Bill Clark to approve the project as submitted. Samantha Rine seconded the motion. The vote for approval was unanimous.

Mr. Carmichael stated the project is classified as Level III Development and must go to the City Council for final approval on September 4, 2013.

PROJECT NO. 13-2000005 – CLARK AND CYNTHIA POLLITT, 210 PINE TREE, GULF BREEZE, FL, REQUESTING TO INSTALL A SEAWALL AND CONSTRUCT A DOCK AND BOATHOUSE BEHIND THEIR RESIDENCE.

John Loftis with Loftis Marine Division, Inc., appeared before the Board on behalf of Mr. and Mrs. Pollitt. Mr. Loftis presented the case to the Board and answered questions.

Shane Carmichael presented the staff report to the Board and answered questions.

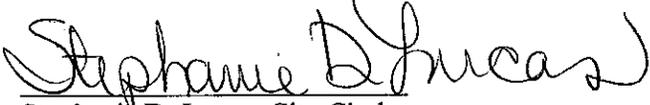
DRB Minutes
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After a discussion, a motion was made by Laverne Baker to approve the project as submitted. Bill Clark seconded the motion. The vote for approval was unanimous.

Mr. Carmichael stated the project is classified as Level III Development and must go to the City Council for final approval on September 4, 2013.

As there was no other business to come before the Board, the meeting was adjourned at 6:47 p.m.

ATTESTED TO:


Stephanie D. Lucas, City Clerk



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Dep. Chief 

Ref: Special Event Application

Date: August 15, 2013

The Gulf Breeze Area Chamber of Commerce has submitted a special event application for their annual Gulf Breeze Business and Family Expo to be held at the Gulf Breeze Community Center. The Expo will be held on Friday, September 20, 2013 from 5pm until 8pm and on Saturday, September 21, 2013 from 9am to 4pm. Friday evening will be a "Taste of Expo" event featuring food from area restaurants. Due to traffic issues, off duty officers will be utilized for the event on Saturday.

RECOMMENDATION: That the City Council approve the Gulf Breeze Chamber of Commerce Expo request.



08-14-'13 14:47 FROM- Gulf Breeze Police

1-850-934-5127

T-338 P0002/0004 F-765



Gulf Breeze Police Department

**311 Fairpoint Drive
Gulf Breeze, FL 32561**

**Chief Robert Randle
Deputy Chief Rick Hawthorne**

**Office 850-934-5121
Fax 850-934-5127**

City of Gulf Breeze

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

Applicant must provide the following information at least 30 days prior to the Special Event:

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

Special Event Application

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311 FAIRPOINT DRIVE · GULF BREEZE, FLORIDIA 32561 · (850) 934-5121 · FAX (850) 934-5127

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

Josie Cotti Aug. 14, 2013
 Applicant's Signature Date

[Signature] 8-15-13
 Police Department's Approval Date

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

Aug 14, 2013
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name Gulf Breeze Area Chamber of Commerce
Address 409 Gulf Breeze Parkway, Gulf Breeze, FL 32561

2. PERSON REQUESTING PERMIT:

Name Josie Cotti, President / CEO
Address 409 Gulf Breeze Parkway, Gulf Breeze, FL 32561
Phone (850) 932-7888

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

Name Josie Cotti, President / CEO
Address 409 Gulf Breeze Parkway, Gulf Breeze, FL 32561
Phone (850) 932-7888

4. DATE, HOURS AND LOCATION OF EVENT: Gulf Breeze Business & Family Expo.

Friday, Sept. 20 & Saturday, September 21. Fri. from 5-8 PM
Saturday from 9 AM - 4 PM Held at Gulf Breeze
Community Center, 800 Shoreline Dr.

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS: Business Expo, Children's Activities, Seminars, Fitness Demos, Entertainment, Door prizes.

Fri - Taste of Expo serving appetizers, desserts & beverages

I am submitting this form today. Will get a copy of the insurance from our agent and will send to you soon.

Josie Cotti - Aug 14, 2013
Applicant's Signature/Date

[Signature] 8-15-13
Police Department's Approval/Date

City Manager's Approval/Date



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

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

DATE: August 19, 2013

RE: SSRUS Board Recommendations

The following recommendations were recommended by the SSRUS Board at their August 12, 2013 meeting.

Rate Study Policies

The Rate Study completed in August of 2012 contained several rate fee and policy recommendations. The Board considered several of these throughout the year. This is the final approval of eight of these policies. Some are reaffirmations of existing policies.

RECOMMENDATION: The City Council adopt policies I through H for the South Santa Rosa Utility System as shown in the attached memo.

Budget Approval

The Board approved the budget as presented to it at the August 12, 2013 meeting.

RECOMMENDATION:

Consumptive Use Permit

Baskerville-Donovan, Inc. has asked for an additional fee of \$5,000 to complete the consumptive use permitting. With the addition of the golf course and several reclaimed complaining of pressure issues, staff has added new wells and moving wells to the scope. The consultant plans to travel to meet with the District to insure the needs of the system are understood.

(850) 934-5100 • (850) 934-5114

P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

RECOMMENDATION: The City Council approve the additional fee of \$5,000 for Baskerville-Donovan, Inc. for services related to consumptive use permitting of the Golf Course wells, including an additional wells and combining the utility and golf course permits.

Clay Circle Developer Request

In August of 2012, the SSRUS Board approved the concept of paying for a forcemain to connect a proposed development on Clay Circle to our forcemain on Highway 98. The developer had asked to be removed from the requirement for sewer, but the Board felt that an investment in the forcemain would better serve the area and the utility.

The request is for the design and surveying fee to be reimbursed. The construction cost will come back before the Board for approval.

RECOMMENDATION: City Council that the utility reimburse the developer for the design and surveying costs not to exceed \$14,500 for the Bergren Road forcemain.

Inserta Valve Demo

The forcemain along the median of Highway 98 is in need of more control valves along the approximate 5 miles of pipe. The installation of a valve as a retrofit is near impossible unless a special valve is installed. Inserta Valve is one such manufacturer. Brown Construction and the manufacturer have arranged to install one for labor cost only as a demonstration.

RECOMMENDATION: SSRUS Board Recommend to City Council approval of the installation of an Inserta Valve for \$15,500 by Brown Construction, of Northwest Florida, Inc.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 8, 2013
RE: Rate Study Goals

As requested by the Board, we will provide a detailed implementation discussion for each of the Rate Study recommendations. As this is a complex subject, we have decided to present these in pieces over the next few meetings.

A. Up-front or capacity fees should be evaluated every five years:

We suggest that the capacity fees be evaluated during the February meeting in 2015 and every five years after that.

B. Do not depend on tap/impact fees for funding operational deficiencies:

The Board has adopted and enforced this policy since August 2010.

C. Service fees and penalties should be evaluated annually:

Staff recommends that this be done with every budget cycle starting with the F/Y 2015 Budget. The rates were just recently evaluated and changed by the Board to match the recommendations of the Rate Study.

D. Connection fees should be adjusted annually:

Staff recommends that this be done with every budget cycle starting with the F/Y 2015 Budget. The rates were just recently evaluated and changed by the Board to match the recommendations of the Rate Study.

E. The rates should be adjusted annually for cost of living increases:

During the budget process, the staff will present rate increases that at a minimum will reflect the cost of living increase. This will be based on the price index produced for utilities by the Florida Public Service commission. The Board will have the opportunity to deviate from that as they believe it is needed.

F. The utilities should operate with a margin that is recommended to be 15%:

The current margin in the proposed budget is 2.8% when simply defined as the difference in revenue and total expenses for the year. However, looking at actual projections for yearend F/Y 2013, the utility is operating at approximately 20% margin, because of increased revenue and unspent capital.

The rate study recommends that the City choose the operating margin level with a recommendation of 15%. Staff recommends aiming for a 10% goal, achieved over the next three years. The first step would be to increase rates to achieve a 5% margin in FY 2014, with 2.5% incremental increases over the next two fiscal years. At the end of the three year period an evaluation of actual reserves can be developed to determine if the 10% level is optimum or proceed to a 15% operating margin. The table below also assumes a 2% increase in expenses in 2015 and 2016.

	Expenses	Income	Margin	Margin %	Rate Incr %
FY2014	4,684,108	4,918,314	234,205	5%	2.2%
FY2015	4,777,790	5,136,125	358,334	8%	4.4%
FY2016	4,873,346	5,360,681	487,335	10%	4.4%

G. Base rate should be 3% repair and replacement, 3% emergency reserve, 12% to 25% capital outlay:

This recommendation is designed to maintain a constant funding source for repairs, new capital and emergency reserve. Based on 2012 figures, the utility collects \$1.9 million in base fees. The percentages would be as below.

	Percentage of Base	Revenue Dedicated
Emergency Fund	3%	\$57,000
Repairs and Replacement	3%	\$57,000
Capital Outlay	20%	\$380,000

Staff believes these goals are more than met with all of our budgets.

H. Do not include water in the rate (currently only SSRUS Commercial),

To implement this item, we would reduce the current base rates to those of the residential customers and then charge for the 3,000 gallons of water & sewer included. The table below shows what the monthly loss or gain would be for common meter sizes and customer types if the user uses 3,000 gallons or more.

	Water Only	Water & Sewer	Sewer Only
3/4"	-\$1.67	\$10.39	\$2.14
1"	-\$3.70	\$8.36	\$0.11
1 1/2"	-\$9.70	\$2.36	-\$5.89
2"	-\$13.74	-\$1.68	-\$9.93

As we have a smaller commercial base, and very few large meters, the table shows a minimal impact on the utility of \$9,876 loss.

w/3000	(509,277)	With 3,000 gallons included in billing
w/o 3000	461,286	Using lower base, billing for consumption, and adding 3,000 gallons billed
Unbilled Consumption	38,115	Added consumption for those not billed consumption, (almost always less than 4,000 per month)
Net Gain/(Loss)	<u>(9,876)</u>	

Staff recommends proceeding with this item.

RECOMMENDATION: SSRUS Board recommend to City Council that we adopt or reaffirm the policies A through H.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 8, 2013
RE: Golf Course Wells

The City Council and Board have previously authorized Baskerville-Donovan, Inc. to compete the work removing the well at the Gulf Breeze Zoo from the utilities permit. This requires establishing a new permit for the Zoo. Since that authorization, the City has purchased the Tiger Point Golf Course, which has a consumptive use permit registered to Meadowbrook, Inc.

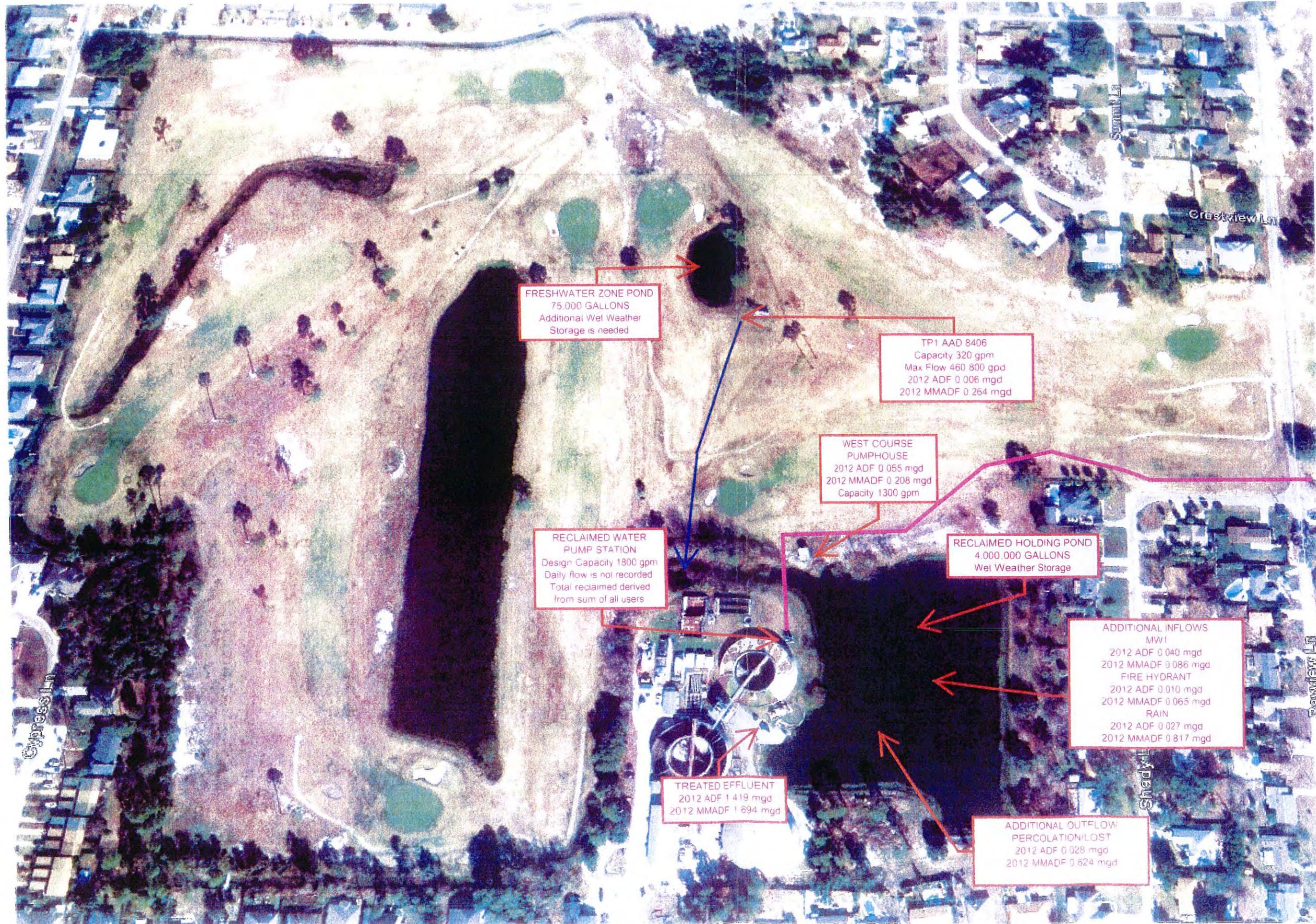
As the wells on the Golf Course serve as backup to the reclaimed irrigation, these would be better managed under the utility permit. The additional well will serve to fill the lakes near the clubhouse as well as backup the irrigation system.

The Northwest Florida Water Management District is very tight on irrigation permits and limit them to groundwater and surface water withdrawals for up to 1/2 inch per week. This typically is not enough for golf courses and Baskerville-Donovan is exploring how reuse can be adequately distributed and additional resources used so that reuse customers and the golf course are properly served.

The fee previously approved is \$9,000, but Baskerville-Donovan is requesting an additional \$5,000 to cover meetings with the Water Management District and the extensive amount of information that will be required to prove the case for adequate backup wells for the Golf Course irrigation.

RECOMMENDATION: SSRUS Board recommend the additional fee of \$5,000 for Baskerville-Donovan, Inc. for services related to consumptive use permitting of the Golf Course wells, including an additional wells and combining the utility and golf course permits.

WEST COURSE INFLOW/OUTFLOW



FRESHWATER ZONE POND
75,000 GALLONS
Additional Wet Weather
Storage is needed

TP1 AAD 8406
Capacity 320 gpm
Max Flow 460,800 gpd
2012 ADF 0.006 mgd
2012 MMADF 0.264 mgd

WEST COURSE
PUMPHOUSE
2012 ADF 0.055 mgd
2012 MMADF 0.208 mgd
Capacity 1300 gpm

RECLAIMED WATER
PUMP STATION
Design Capacity 1800 gpm
Daily flow is not recorded
Total reclaimed derived
from sum of all users

RECLAIMED HOLDING POND
4,000,000 GALLONS
Wet Weather Storage

ADDITIONAL INFLOWS
MWI
2012 ADF 0.040 mgd
2012 MMADF 0.086 mgd
FIRE HYDRANT
2012 ADF 0.010 mgd
2012 MMADF 0.065 mgd
RAIN
2012 ADF 0.027 mgd
2012 MMADF 0.817 mgd

TREATED EFFLUENT
2012 ADF 1.419 mgd
2012 MMADF 1.694 mgd

ADDITIONAL OUTFLOW
PERCOLATION/LOST
2012 ADF 0.028 mgd
2012 MMADF 0.624 mgd

EAST COURSE INFLOW/OUTFLOW





ALTERNATE 2 FOR ERS2





City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 8, 2013
RE: Clay Circle Development

Per the Board's approval in August of 2012, the developer has requested that the utility authorize and pay for the design of the forcemain to his development. The cost for the design and survey is \$14,500. The informational memo from the August 2012 Board meeting is attached.

Once the design is complete to our standards, the developer will solicit quotes and provide them to the Board for approval.

RECOMMENDATION: The SSRUS Board recommends to the City Council that the utility reimburse the developer for the design and surveying costs not to exceed \$14,500 for the Bergren Road forcemain.

David W. Fitzpatrick, P.E., P.A.

10250 North Palafox Street ♦ Pensacola, Florida 32534

Phone (850) 476-8677 ♦ Fax (850) 476-7708

Email: david@fitzeng.com

Mr. Jerry Jernigan

May 23, 2013

RE: Low pressure forcemain design from 98 to Clay Circle, Navarre

Dear Mr. Jernigan,

Please find our fee estimate for the work we discussed the other day. Our scope of work will consist of design of approximately 4390 lf of 4" low pressure forcemain from US Hwy 98 to the intersection of River Birch Road and Clay Circle. We will end the forcemain with a flush stand in the NW corner right of way of the intersection. Also included is approximately 1400 lf of 2" low pressure forcemain with services. Our scope of work is more particularly described below:

Scope of work:

1. Provide a survey from a licensed surveyor of the involved right of ways with improvements including US Hwy 98 in the area of the proposed work. The survey will include one side of the road only, to be determined. See KJM proposal attached. If you would prefer another surveyor that is no problem however allow me to speak with them to direct them as to what information is needed on the survey.
2. Provide professional engineering of the proposed low pressure 4" forcemain in accordance with SSRU specifications. In addition to the 4" main we will design a 2" main to be located within a 5' utility easement along Clay Circle to service the future residences along Clay Circle.
3. Submit certified construction documents to SRC, SSRU and FDEP for approval. Work with each to obtain the approvals.
4. Submit certified construction documents to FDOT for a utility permit. Work with FDOT to obtain the permit.
5. NPDES notification filing if required
6. Provide construction assistance and contract administration as required.
7. Provide construction completion documentation as required.

Not included items:

1. All fees assessed by governing authorities (i.e. Santa Rosa County, FDEP, SSRUS, FDOT, etc.). All fees shall be paid in advance before permit applications are filed with the governing authorities.
2. Design work other than that specifically addressed above.
3. Wetland or any environmental consulting or permitting. Any work of this nature will be invoiced hourly by an environmental consultant.
4. NPDES construction monitoring.

Scope item from above:

1. Item 1
2. Item 2,3,4,5,7
3. Item 6

Our fee estimate

\$ 5,000.00

\$ 9,500.00

hourly see below

Our total fee estimate to provide the above described work will be **\$14,500.00** plus hourly rate charges should they arise. Our hourly fees are: Engineer \$125.00/hr, Technician \$70.00/hr, and \$50.00/hr Secretarial/Other. Invoices will be submitted as work progresses. Payment terms are 15 days, after the date of invoice. Please call me with any questions or comments. If you find this proposal acceptable please sign below and return.

Sincerely,



David W. Fitzpatrick, P.E.

This proposal and its conditions are hereby accepted by: _____
Signature Date



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 20, 2012
RE: Clay Circle Development - Release from Sewer Requirement

A developer has requested that the City support its request to Santa Rosa County to be released from the installation of a sewer collections system. Per the current County Ordinances and Land Development Code, all subdivisions south of the East River are subject to central sewer collection systems unless there is an overwhelming environmental or monetary reason to allow septic tanks.

The developer of a proposed 30 lot subdivision on Clay Circle wishes the utility's support for his request to Santa Rosa County to be relieved of the central sewer collections system requirement. The developer originally submitted plans that would connect to our proposed wastewater treatment facility just a few hundred yards away. Because the utility did not build the facility on Bergren Road property, the developer will be required to install 0.852 miles of force main at a total cost of \$90,000. The utility would be responsible for reimbursing the developer \$26,400 for 0.25 miles of this force main. If the subdivision could be built with a collections system, the utility would eventually collect \$156,000 in tap fees.

The benefits of supporting the release include

1. Economic stimulus, and
2. The project location does not support future development,

The benefits of assisting with the cost of the force main

1. The project adds customers,
2. The forcemain offers low pressure sewer to existing residential lots, and
3. The utility can recover costs with aid-in-construction fees charged to additional users.

Even with partial support from the utility, the developer may not be able to complete the project with the cost of sewer.

August 7, 2012

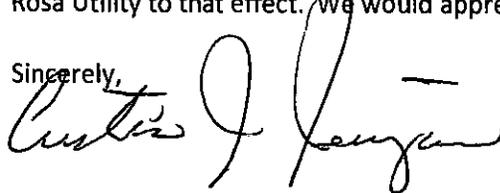
City of Gulf Breeze
Gulf Breeze City Council
1070 Shoreline Dr.
Gulf Breeze, FL 32561

Ref: Cassandra Estates, Owner: Curtis J Jernigan, 3650 Korey Lane, Navarre, FL 32566

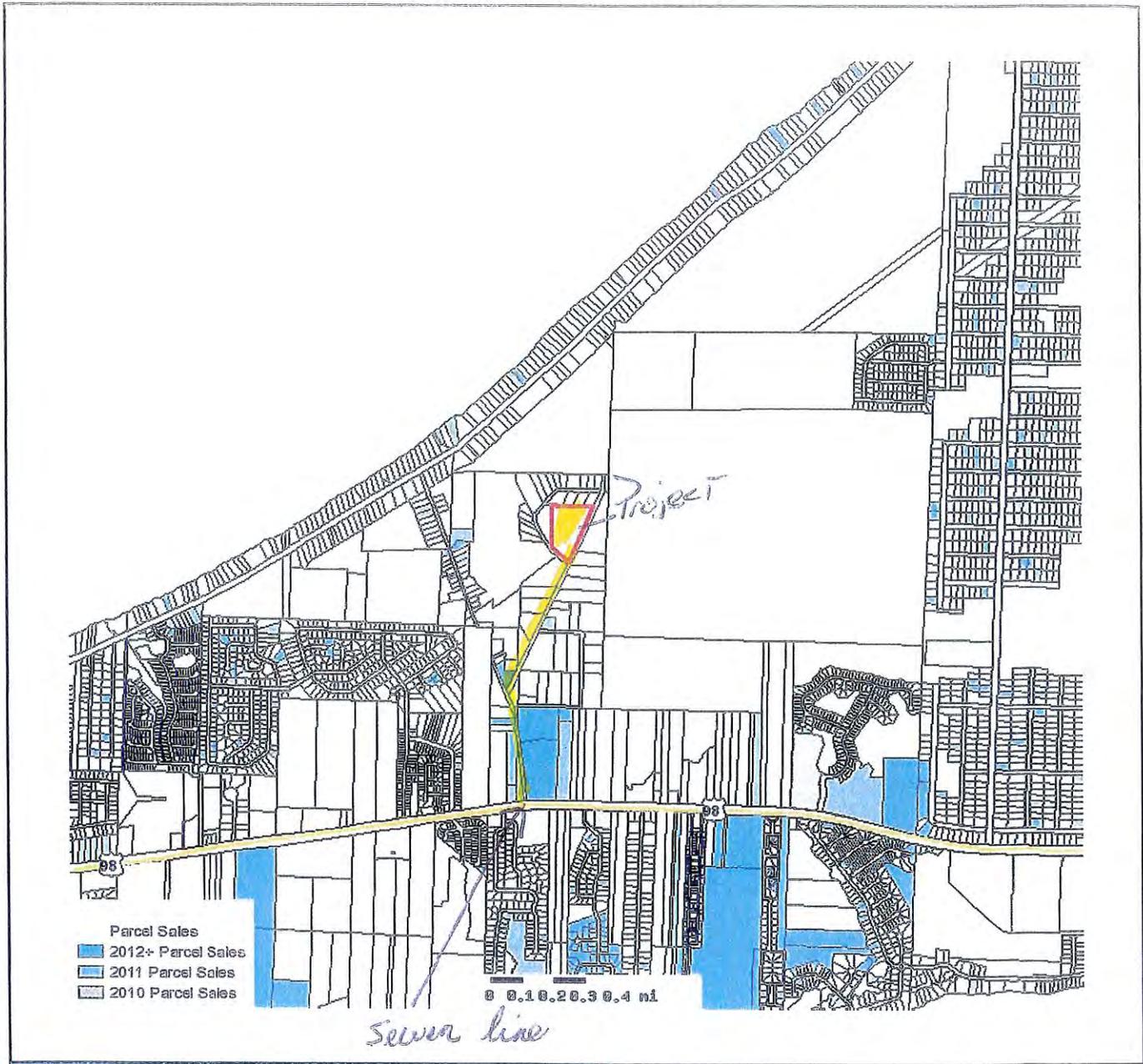
To whom it may concern,
I have a 30 lot project located on Clay Circle off of Bergman Rd. The project is 9/10 of a mile from the nearest sewer line. Both South Santa Rosa Utility and myself agree that with the economic conditions being such, and the cost involved in installation that it is not feasible to bring sewer this distance to the project.

Santa Rosa County has agreed to allow the project to move on with a letter of support from South Santa Rosa Utility to that effect. We would appreciate your support in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Curtis J Jernigan". The signature is written in a cursive style with a large, prominent initial "C".

Curtis J Jernigan



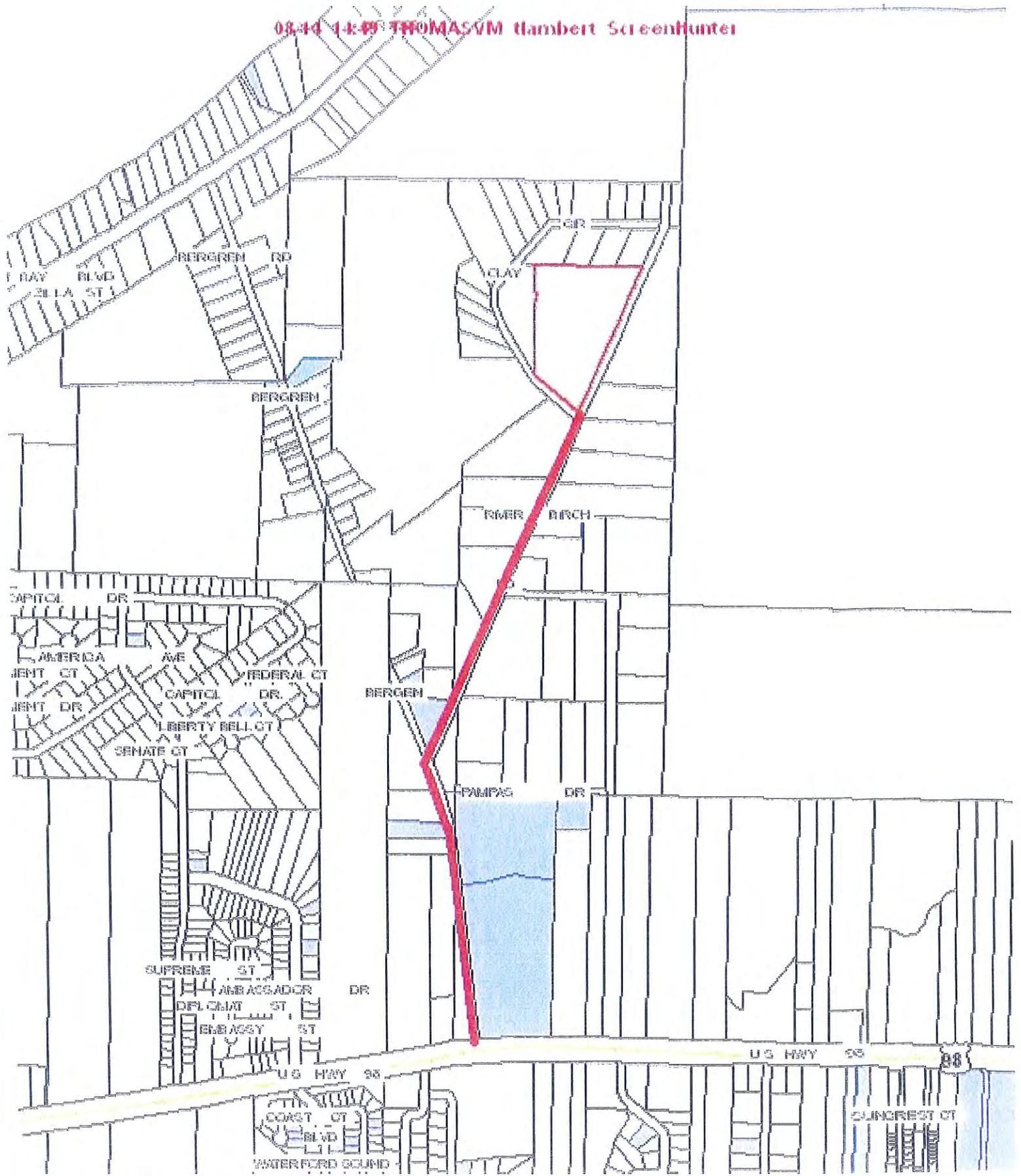
Santa Rosa County Property Appraiser			
Parcel: 17-2S-27-0000-00200-0000 Acres: 10			
Name	MIRACLE STRIP ENTERPRISES LTD	Land Value	166,862
Site	2221 RIVER BIRCH RD	Building Value	56,590
Sale	\$615,000 on 05-2005 Vacant=Y Qual=U	Misc Value	470
Mail	3650 KOREY LN NAVARRE, FL 32566	Just Value	223,922
		Assessed Value	223,922
		Exempt Value	0
		Taxable Value	223,922



The Santa Rosa County Property Appraiser's Office makes every effort to produce the most accurate information possible. No warranties, expressed or implied, are provided for the data herein, its use or interpretation. The assessment information is from the last certified taxroll. All data is subject to change before the next certified taxroll. PLEASE NOTE THAT THE PROPERTY APPRAISER MAPS ARE FOR ASSESSMENT PURPOSES ONLY NEITHER SANTA ROSA COUNTY NOR ITS EMPLOYEES ASSUME RESPONSIBILITY FOR ERRORS OR OMISSIONS ---THIS IS NOT A SURVEY---

Date printed: 08/03/12 : 09:55:40

08-14 14:49 THOMASVM tlambert ScreenHunter





City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 8, 2013
RE: Inserta-Valve Demo

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

The forcemain along the median of Highway 98 is in need of more control valves along the approximate 5 miles of pipe. The installation of a valve as a retrofit is near impossible unless a special valve is installed. Inserta Valve is one such manufacturer. Brown Construction and the manufacturer have arranged to install one for labor cost only as a demonstration. This will save the utility approximately \$8,000 to \$10,000, and give us a test installation to determine if this product is acceptable for use on the large transmission main.

Attached is the field staff memo describing the need for the valves.

RECOMMENDATION: SSRUS Board Recommend to City Council approval of the installation of an Inserta Valve for \$15,500 by Brown Construction, of Northwest Florida, Inc.



City of Gulf Breeze

MEMORANDUM

To: Thomas Lambert, Assistant Director of Public Works
From: Therran Gentry, Construction Foreman
Date: 06/25/2013
Re: East Force Main

The 12" force main in the median of Hwy 98 has several miles of pipe with no control valves along with numerous fragile and corroded air relief valves. The ability to shut it down practically does not exist. It is critical that valves be inserted to minimize the spillage in the event of a breach, which is inevitable. The air relief valve that blew off recently on the golf course gave us an idea of what we might be up against if it happened in the median of Hwy 98. The time and resources it took to manage that event was enormous and would have been overwhelming if it had occurred on the hwy.

I have obtained a "demo" price from TEAM Inserta-Valve along with Brown Construction to install the first of several strategically located valves needed.

Attached:

Quote from Brown Construction
Pictures from golf course event



Since 1995
 Certified General &
 Underground Utility Contractors
 CGC045510 CUC056748



Therran Gentry
 City of Gulf Breeze

Re: 12" Inserta-Valve in HWY 98 FM (Demo)

1	Mobilization	1	LS	
2	12" TEAM Inserta-Valve *	1	EA	
				TOTAL \$ 15,555.00

Notes:

- 1 Items not specifically noted are excluded.
- 2 Removal & Replacement of Unsuitable Material is excluded.
- 3 Dewatering is excluded.
- 4 Cut and Patch of concrete or asphalt is excluded.
- 5 Replacement or repair to piping not associated with valve insertion is excluded.
- 6 Actual location of valve insertion to be agreed upon prior to PO or confirmation of pricing.
- 7 FDOT Permit to be provided by others.
- 8 All work to be performed during normal daylight workweek hours.
- 9 3 week lead time on material.
- 10 Per TEAM Industrial Services, pricing is indicative of a one time Demonstation of their material and services.

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

Sincerely,

Gabe Jackson





City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 20, 2013
RE: Offer for 801 Gulf Breeze Parkway

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

The City Council authorized staff to obtain two appraisals for the property at 801 Gulf Breeze Parkway. The two appraisals were received by staff, with one being at \$510,000 and the other at \$495,000. Staff proposes to offer \$502,500 for the property, with the funding provided as follows:

CRA	\$201,250.00
Natural Gas	\$201,250.00
Donation to City	\$100,000.00

The property will be used for the CNG station, as well as an aesthetic enhancement to the Highway 98 corridor. A very rudimentary sketch is attached of one possibility for the site. The CNG station does not require the entire site for the installation.

The offer will be contingent upon receiving documentation that the underground storage tanks were removed properly and any contamination issues addressed.

RECOMMENDATION: The City Council approve the offer for the property at 801 Gulf Breeze Parkway and that the City Council meet as the Board of Directors of the Community Redevelopment Agency on Tuesday, September 4th, 2013 to approve the portion of the funds from the CRA District.



Gulf Breeze Pkwy, Gulf Breeze, FL 32561, USA

76.1'

Imagery Date: 1/3/2012 30°21'28.54" N 87°09'55.09" W ele

GOOG



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 20, 2013
RE: Harris-Inman Dock Request

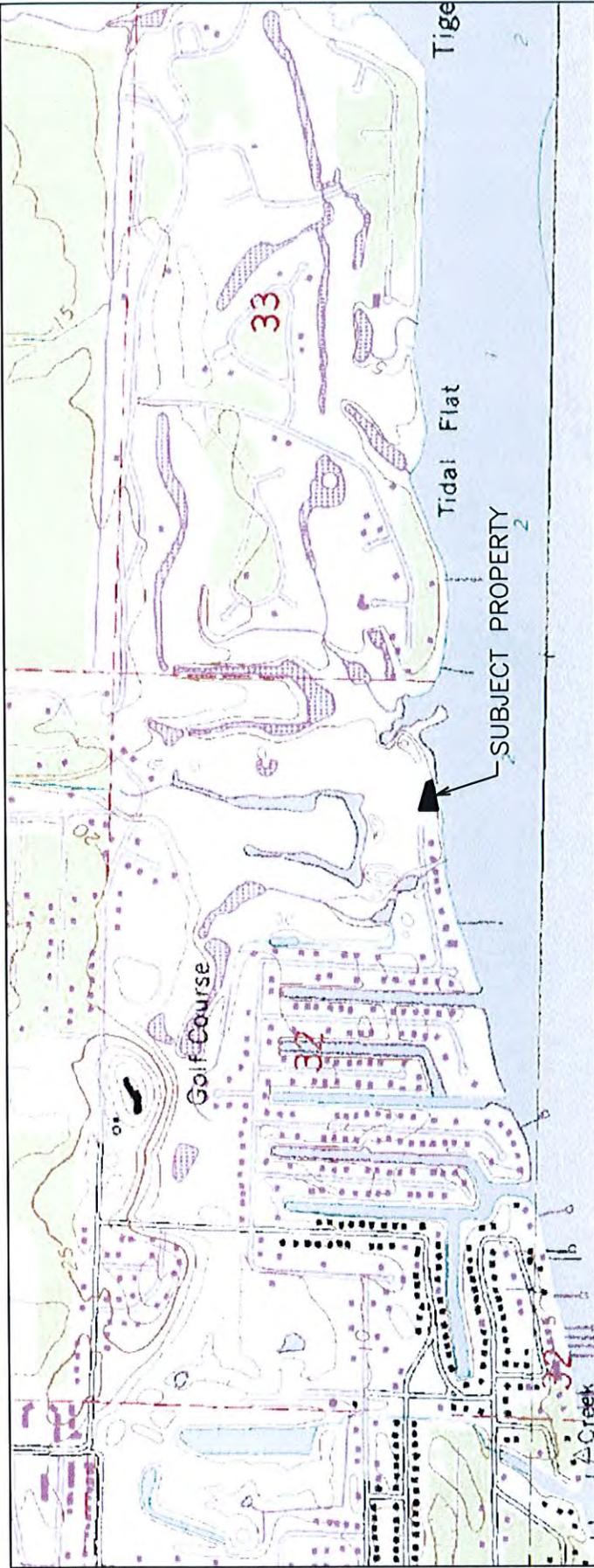
A handwritten signature in blue ink, likely belonging to Thomas E. Lambert, is positioned to the right of the 'FROM' line.

The property at the end of Laguna Court south of the Tiger Point Golf Course has deed restrictions requiring approval of the owner of the golf course prior to any construction. The owner of this parcel has requested approval by the City for the installation of a dock that will connect to this property.

The attached documents detail the extent of the work to be done. Staff from the utility and golf course have no objection to the dock construction. Any future construction other than the dock will have to be presented to the City Council for separate approval.

RECOMMENDATION: The City Council authorize approve the construction of the dock in accordance with the attached submittal and upon receipt by the City of copies of the Department of Environmental Protection and Army Corps of Engineers permit issued to Mr. Harris-Inman.

APPLICANT: HARRIS-INMAN



DIRECTIONS TO THE SITE FROM DOWNTOWN PENSACOLA: START OUT GOING EAST ON CHASE STREET/US-98 TOWARDS GULF BREEZE. CONTINUE TO FOLLOW US-98 FOR APPROXIMATELY 11 MILES. TURN RIGHT ONTO COLLEGE PKWY. TURN RIGHT ONTO BAYVIEW LANE. TURN LEFT ONTO HILLSIDE AVE. TURN RIGHT ONTO LAGUNA LANE. TURN LEFT ONTO LAGUNA CT. SUBJECT PROPERTY WILL BE LOCATED AT THE END OF THE CUL-DE-SAC ON THE RIGHT HAND SIDE OF THE ROAD. PLEASE CALL 850-453-4700 WITH ANY QUESTIONS.

SUBJECT PROPERTY

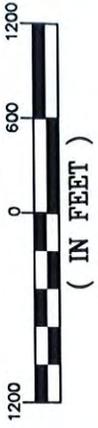
PARCEL ID# 32-2S-28-0000-00323-0000
 PROPERTY OWNER PETER T. HARRIS-INMAN
 3583 LAGUNA LAGUNA CT
 GULF BREEZE, FL 32563

PROJECT LOCATION

3595 LAGUNA CT
 GULF BREEZE, FL 32563
 LAT: 30°22'38.92"
 LONG: -87°04'19.13"

INDEX OF SHEETS

SHEET NO.	DESCRIPTION
1	SITE LOCATION MAP
2	PLAN VIEW DEPICTED ONTO AERIAL
3	PLAN VIEW OF PROPOSED ACTIVITY
4	DOCK PROFILE
5	DOCK DETAILS



PROJECT NAME: 3595 LAGUNA CT DOCK
SITE LOCATION MAP
PROJECT NO.: 2013-248
BY: JAT DATE: 8/1/2013
SHEET: 1 OF 5

ENVIRONMENTAL CONSULTANTS
 1829 BAINBRIDGE AVENUE
 PENSACOLA, FLORIDA 32507
 TEL: 850.453.4700
 JTAYLOR@WETLANDSCIENCES.COM





PROJECT NAME:	3595 LAGUNA CT DOCK
PLAN VIEW DEPICTED ONTO AERIAL	
PROJECT NO.:	2013-248
BY:	JAT
DATE:	8/1/2013
SHEET:	2 OF 5

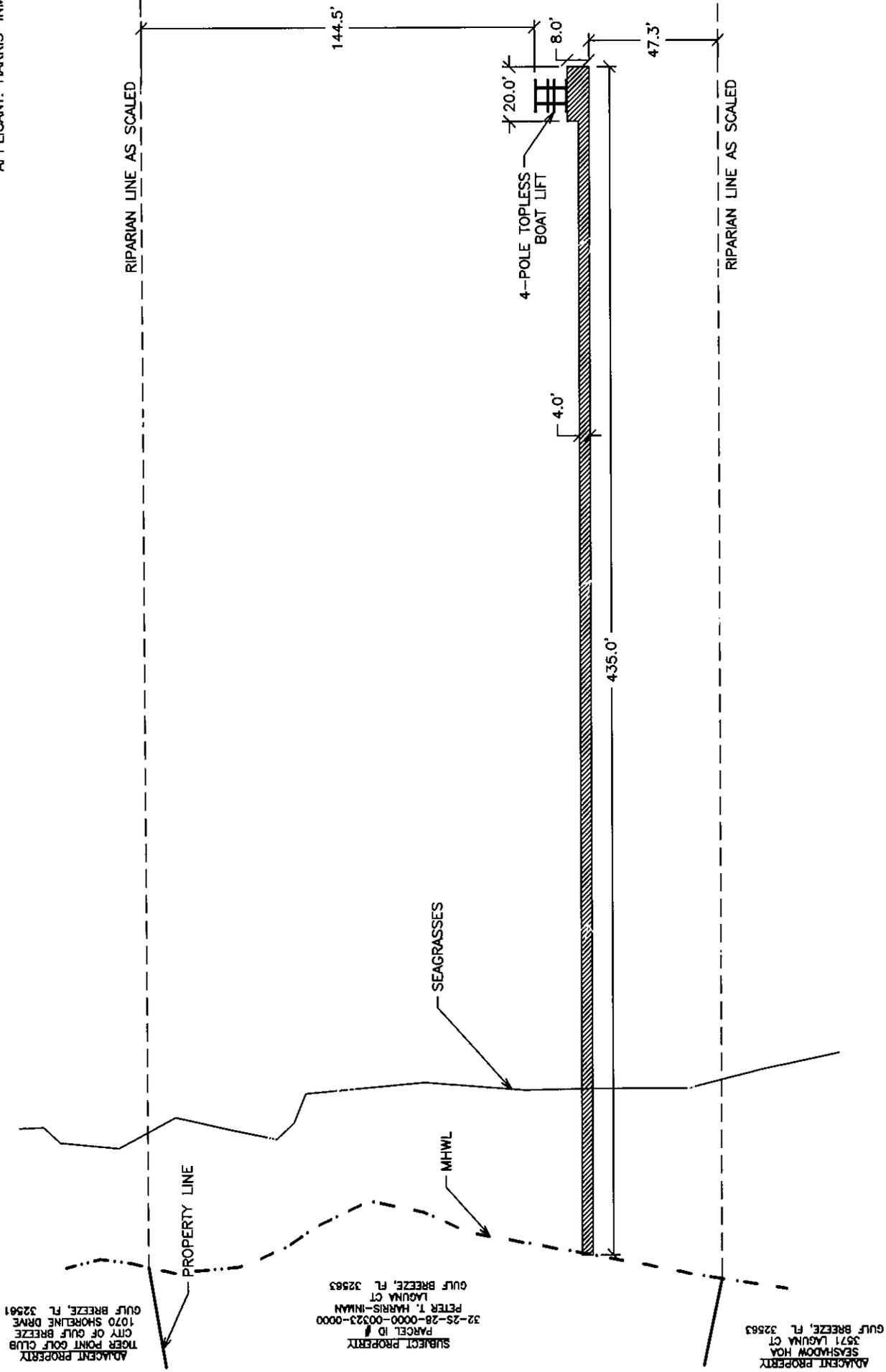
ENVIRONMENTAL CONSULTANTS
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 PENSACOLA, FLORIDA 32507
 TEL: 850.453.4700
 JTAYLOR@WETLANDSCIENCES.COM

WETLAND
SCIENCES
 INCORPORATED

APPLICANT: HARRIS-INMAN

RIPARIAN LINE AS SCALED

RIPARIAN LINE AS SCALED

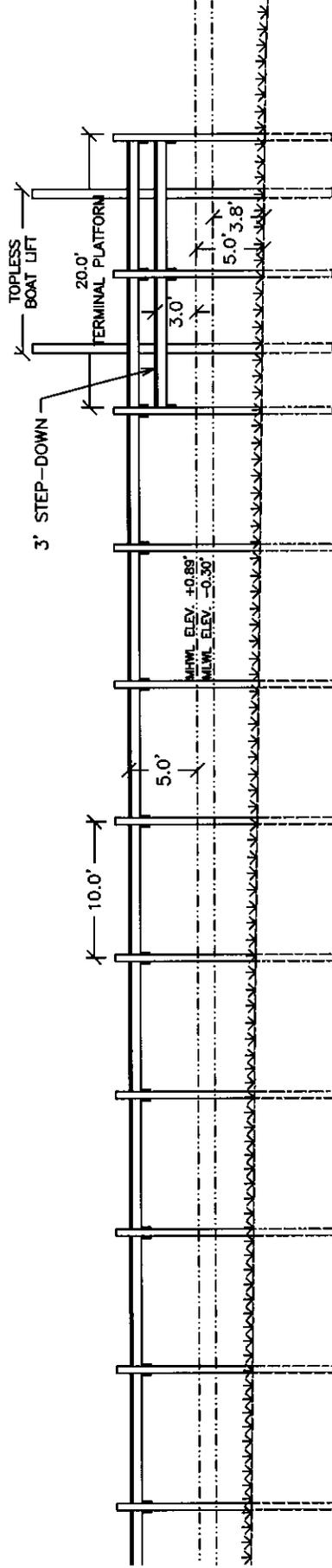
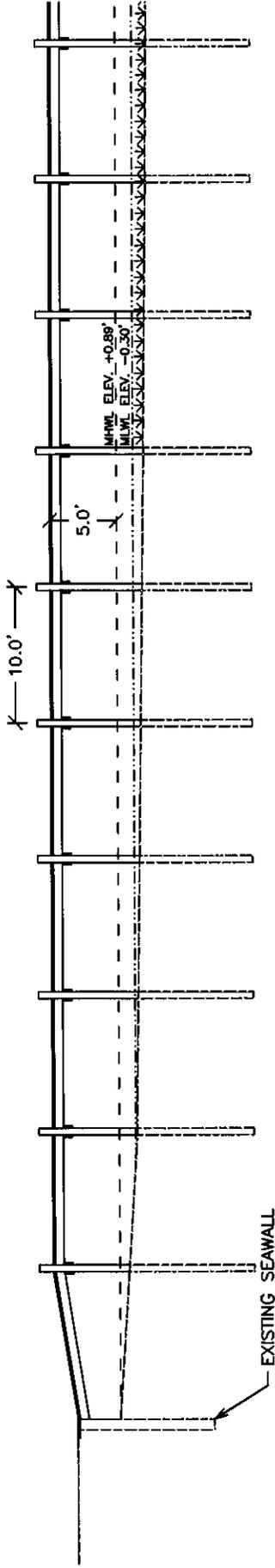


PROJECT NAME: 3595 LAGUNA CT DOCK
PLAN VIEW OF PROPOSED ACTIVITY
PROJECT NO.: 2013-248
BY: JAT DATE: 8/1/2013
SHEET: 3 OF 5

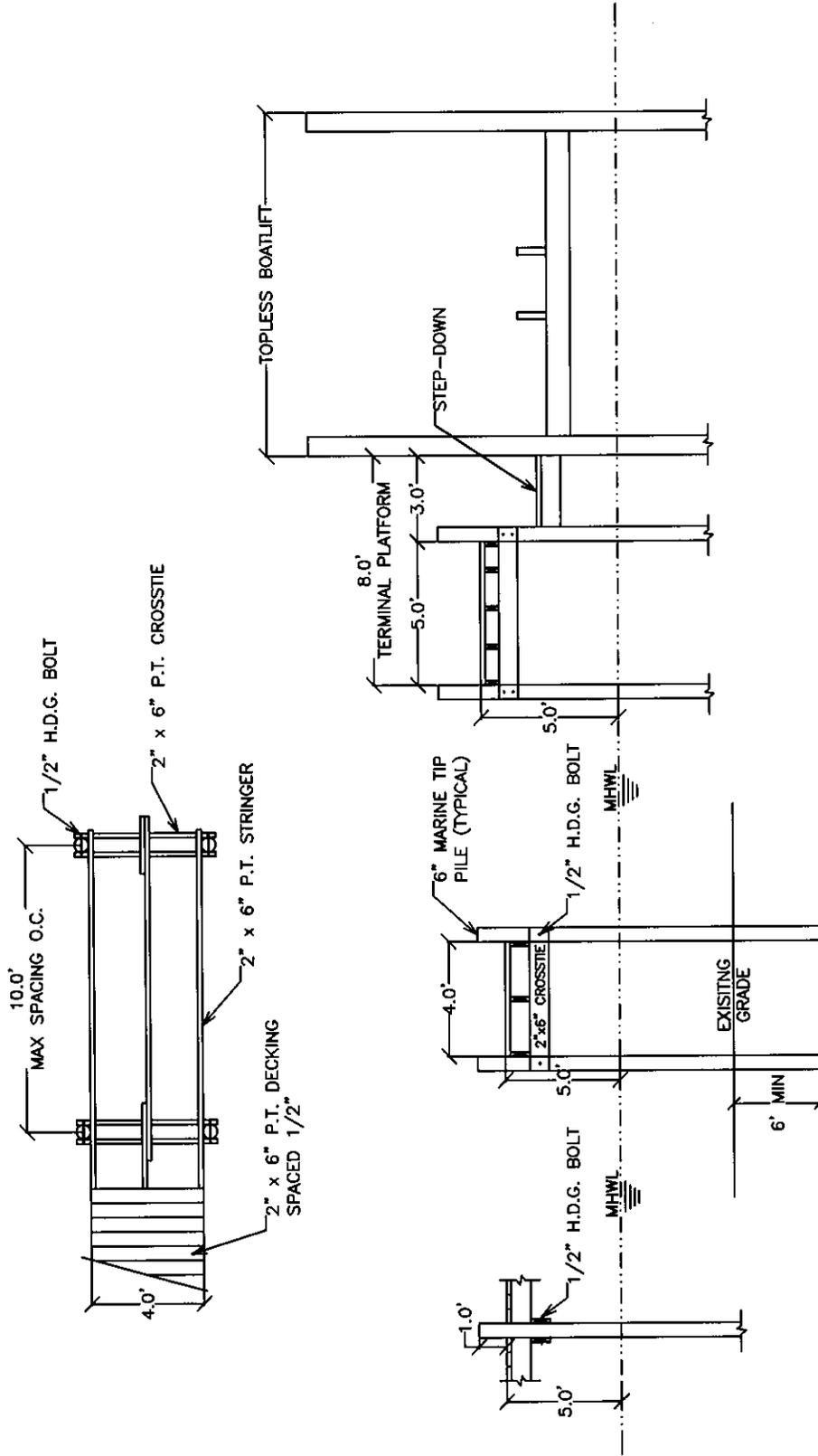
ENVIRONMENTAL CONSULTANTS
 1829 BAINBRIDGE AVENUE
 PENSACOLA, FLORIDA 32507
 TEL: 850.453.4700
 JTAYLOR@WETLANDSCIENCES.COM

WETLAND SCIENCES
 INCORPORATED

APPLICANT: HARRIS-INMAN



WETLAND SCIENCES INCORPORATED	ENVIRONMENTAL CONSULTANTS 1829 BAINBRIDGE AVENUE PENSACOLA, FLORIDA 32507 TEL: 850.453.4700 JTAYLOR@WETLANDSCIENCES.COM	PROJECT NAME: 3595 LAGUNA CT DOCK PLAN VIEW DEPICTED ONTO AERIAL PROJECT NO.: 2013-248 BY: JAT DATE: 8/1/2013 SHEET: 2 OF 5
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WETLAND SCIENCES INCORPORATED	ENVIRONMENTAL CONSULTANTS 1829 BAINBRIDGE AVENUE PENSACOLA, FLORIDA 32507 TEL: 850.453.4700 JTAYLOR@WETLANDSCIENCES.COM	PROJECT NAME: 3595 LAGUNA CT DOCK DOCK DETAILS PROJECT NO.: 2013-248 BY: JAT DATE: 8/1/2013 SHEET: 5 OF 5
	PROJECT NAME: 3595 LAGUNA CT DOCK DOCK DETAILS PROJECT NO.: 2013-248 BY: JAT DATE: 8/1/2013 SHEET: 5 OF 5	



City of Gulf Breeze

Memorandum

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : 8/22/2013
Subject: Temporary Lease of Property on Bergren Road

It is in the best interest of Santa Rosa County to have a site in the south end of Santa Rosa County for temporary storage and reduction of hurricane debris. It is also good for the City to have such a site nearby.

County and City staff have been working on this matter for several weeks. The main issue was the duration of the agreement. We are concerned with any sort of long term commitment of the property and our ability to use it for effluent disposal. County staff originally requested a long term lease.

The attached agreement addresses both issues. We can terminate the agreement with 30 days notice and it expires on November 30, 2013. We anticipate presenting another agreement to you for the 2014 hurricane season with new dates.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE TEMPORARY LEASE AGREEMENT WITH SANTA ROSA COUNTY FOR TEMPORARY USE OF THE CITY'S BERGREN ROAD PROPERTY AS A HURRICANE DEBRIS STORAGE SITE.

LEASE AGREEMENT

The City of Gulf Breeze, Florida ("City") for and in consideration of the payments and mutual covenants hereinafter specified, does hereby grant a license unto Santa Rosa County Board of Commissioners, ("County") enter and execute this Lease Agreement (the "Agreement") to use the surface of certain property situated in Santa Rosa County, Florida described in the attached "Exhibit A," and made a part hereof for all purposes (the "Premises"), effective as of this _____ day of _____, 2013.

The terms and conditions of this agreement are as follows:

1. This agreement shall be for a term beginning with the Effective Date and ending at midnight on November 30, 2013.

If, upon termination, County has any debris stored on the premises, County shall have an additional 180 days in which to remove the debris and restore the site.

2. City hereby grants County exclusive permission to enter upon and use the Premises for the purpose of temporary debris storage and related uses. County's use shall include the right to construct such roads and/or roadways as it may deem necessary. Prior to commencing any work on the site, County shall obtain all necessary permits as may be required by any regulatory body. City's grant of exclusivity shall operate against third parties and shall not be construed to prevent City from using portions of the property for effluent disposal, which portions are not in current use by County.

County's use of the property shall be to stockpile and reduce hurricane debris pending its reduction and final disposal. Reduction may be accomplished by grinding and/or burning.

3. Roads presently on the Premises and used by County or constructed by County shall be maintained by and be the sole responsibility of County during the term of this lease.

4. County for itself, employees, contractors and invitees, assumes the risk of any latent or patent vices or defects that are or may be on the Premises or the improvements thereon and agrees that City shall not be liable for any loss or damage on account of any such vices or defects.

5. County shall be entitled to those rights of ingress and egress over and across the Premises, and any other adjacent land owned by City or its affiliates, which are necessary to accomplish the purposes authorized by this agreement. All roads constructed by County shall become the property of City upon the termination of this agreement.

6. City may terminate this lease upon thirty (30) days written notice should County in any way fail to fulfill each and every obligation of this agreement and such failure is not cured

within thirty (30) days after receipt of the notice that City intends to cancel this agreement. County may terminate this agreement at any time without cause.

7. Excluding road construction as contemplated in Paragraph 2, above, County shall make no improvements to the property without the express consent of City, which shall not be unreasonably withheld. All improvements shall become the property of City upon the termination of this Agreement. However, upon the request of City, County shall, at County's expense, remove any or all improvements (including roads constructed by County) from the Premises at the conclusion of the lease term.

8. At the termination of this Agreement, County shall return the property to City, free of stored debris, and shall grade and level the site as needed and shall plant vegetation on the site. County shall be responsible for remediation required by law because of any hazardous materials stored on the site.

9. County shall conduct all of its operations at its own cost and expense.

10. County agrees to abide by all federal, state and local laws, including but not limited to such regulations as may be applicable to wetlands located on the premises.

11. County, during the term of this lease, agrees to indemnify City against and save City harmless from all demands, claims, causes of action or judgments, and all reasonable expenses and attorney fees incurred in investigating or resisting the same for injury to persons or damage to property occurring on the leased premises which are attributable to the use of the leased premises by the County, the negligence of the County, or occasioned wholly or in part by any act or omission of the County's employees or assignees.

12. County shall not have the right to assign or sublet the Premises or any part thereof without City's written permission.

13. All notices to be given under this agreement shall be given by certified mail, overnight delivery or hand delivery at the following address:

CITY:

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

COUNTY:

Santa Rosa County
Road and Bridge Department
6075 Bagdad Hwy
Milton, FL 32583

14. This Agreement contains the entire agreement of the parties hereto and no representations, inducements, promises or agreements between the parties not contained herein shall be of any force and effect. Any amendments, modifications, additions or alteration of this instrument shall be in writing executed with the same formalities as this instrument.

15. This Agreement shall be construed in accordance with the laws of the state of Florida.

IN WITNESS WHEREOF, City and County have caused this instrument to be duly executed on this _____ day of _____, 2013.

CITY OF GULF BREEZE, FLORIDA

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

Leslie A. Guyer, Clerk

SANTA ROSA COUNTY, FLORIDA

By: _____
Robert A. Cole, Chairman

ATTEST:

Donald C. Spencer, Clerk of Court



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 8/23/2013

Subject: **Cancel Award of Bid to EarthLink**

At the end of 2012 and the first few months of 2013, staff investigated replacement of the City's telephone system and improving internet service. In the memo attached, we recommended using EarthLink for the services described in the attached memo.

EarthLink promised to deliver the new service package to the City by the end of June. This has not occurred despite repeated inquiries. We will examine other programs available to identify the best course of action. At this time, we have no choice but to cancel the award of bid to EarthLink.

RECOMMENDATION:

THAT THE CITY COUNCIL FORMALLY CANCEL THE AWARD OF BID TO EARTHLINK FOR TELECOMMUNICATION SERVICES.

Memo

To: Edwin Eddy, City Manager
From: Steve Milford
Date: Aug 23, 2013
Re: Cancellation of data network and phone system project with Earthlink

Effective August 21, 2013, we notified Earthlink to stop all activity and cancel our arrangement with them to provide data and phone services that was initiated in April of 2013 based on Council approval. At the time of our recommendation to Council, staff had been led to believe that the project would be complete by the end of June, however, as of August 21, 2013 Earthlink had placed no orders for equipment.

Earthlink has acknowledged the cancellation and indicated they have ceased related activity.

Staff pursued the Earthlink proposal based on a combination of low cost and comprehensive offering of voice and data service that other vendors we evaluated were unable to provide.

Since that time we have become aware of expanded network services that are now available through the Florida Department of Management Services (DMS), through whom the City currently obtains its basic telephone and long distance service. We have requested quotes from DMS for service equivalent to the Earthlink proposal to upgrade and enhance the City's internal data network and replace the 19 year old phone system.

This delay in non-City Hall locations gaining access to reliable data networks has made accessibility to the new BS&A software difficult for those locations.

Staff is pursuing development of an alternative recommendation to the Council pending a quote from DMS.

INTEROFFICE MEMORANDUM

TO: EDWIN A. EDDY, CITY MANAGER
FROM: JAMES PELT
SUBJECT: PHONE SYSTEM REPLACEMENT
DATE: MARCH 27, 2013

The phone system currently in use at City Hall has recently had several failures, the system itself is 19 years old and the manufacture, Nortel, is no longer in business. Some of these failures remain undiagnosed or are not economically feasible to repair. Even the issues which can be repaired are becoming more expensive due to the lack of parts availability.

The city staff has investigated several options regarding the repair or replacement of the existing phone system. During the discussion and goal setting phase, other needs and issues related to telecommunications were identified. Firstly the Internet has become increasingly important to the day to day operation of nearly every aspect of business at City Hall. Although we have very favorable pricing for basic phone service through the State of Florida, the Internet service they are providing utilizes older technology which compared to more current technologies is both slow and expensive (\$912 for 3 Megabit service.) Secondly, this Internet service is shared among the various City of Gulf Breeze locations via the Canopy System. The sharing serves to further reduce the Internet bandwidth available to all users, and the Canopy System itself has proven to be less reliable than hoped. However it can be repurposed as a backup service or for less critical applications such as a camera system. Thirdly, the telecommunications infrastructure needs to be expanded to include Tiger Point Golf Course. Finally, due to specific issues related to call auditing and system security the Police Department should continue to maintain a separate system as they do currently.

The city staff has received proposals from several prospective vendors including established local vendor KMS Communications, as well as national companies Carousel Industries and EarthLink Business. The city staff has also investigated higher speed Internet services available through the State of Florida Department of Management Services.

As the proposals received varied in scope, I have attempted to briefly summarize each one and to provide an analysis of the total expected cost the city would bear.

- **Current Costs Summary:**

FL Dept. of Management Services, Telephone	\$1,985.23
FL Dept. of Management Services, Suncom (Data)	\$1,163.90
AT&T, Telephone	\$419.00
EarthLink, Tiger Point existing Telephone & Data	\$1,191.09
Mediacom, Tiger Point Internet	\$155.85
Phone System, Ongoing Support (Approx. Avg)	\$200.00
Deduction for Panhandle Alarm phone lines	(\$172.20)
Deduction for Capital Trust phone lines	(\$95.18)
Deduction for Police Dept. phone & DSL	(\$315.65)
TOTAL CURRENT TELECOM & DATA COSTS	\$4,532.04

- **EarthLink Proposal:**

To provide a Hosted (Cloud based) phone system for all City locations (excluding the Police Department)

along with improved Internet service at City Hall and an MPLS network to link all sites together for both data and voice. 10,500 minutes of long distance calling is included.

Hosted Voice Service including data and Internet (5 year lease) \$4,611.01

TOTAL CITY EXPENSE UNDER THIS PROPOSAL \$4,611.01

- **Carousel Industries Proposal:**

To provide an Avaya IP Office phone system (physical hardware) at each site appropriate to the size and needs of the site. This proposal replaces the phone system only; Internet, wide area network, and telephone services remain the responsibility of the city.

Phone System hardware and maintenance (5 year lease) \$2,222.81

Current Costs not offset by this proposal \$4,332.04

TOTAL CITY EXPENSE UNDER THIS PROPOSAL \$6,554.85

- **KMS Communications Proposal (Hosted):**

To provide a Hosted (Cloud based) phone system for all City locations. Additional bandwidth on the wide area network will be required for direct intercom dialing between sites.

Phone System equipment and maintenance (5 year lease) \$3,482.52

Additional Bandwidth through Mediacom \$489.65

Current Costs not offset by this proposal \$4,332.04

TOTAL CITY EXPENSE UNDER THIS PROPOSAL \$8,304.21

- **KMS Communications Proposal (Hardware):**

To provide an ESILink phone system (physical hardware) at each site appropriate to the size and needs of the site. This proposal replaces the phone system only; Internet, wide area network, and telephone services remain the responsibility of the city.

Phone System hardware and maintenance (5 year lease) \$2,912.29

Current Costs not offset by this proposal \$4,332.04

TOTAL CITY EXPENSE UNDER THIS PROPOSAL \$7,244.33

- **F&M Electric Proposal:**

The established telephone equipment vendor, F&M Electric, was unresponsive.

One vendor, EarthLink, clearly stood out in terms of services offered and net cost increase. Furthermore, EarthLink provides telecom services to the State of Florida Department of Management Services and they have provided an existing agreement with another comparable Florida city, the City of Belle Glade.

EarthLink's proposal encompasses all locations operated by the City of Gulf Breeze, including Tiger Point Golf Course, but excluding the Police Department for reasons stated above. The Internet access speed is increased to 5 Mb and a managed MPLS network is provided to connect all sites back to City Hall for data and application access. As demand for services increases, the connection speed

can be easily and economically increased.

The phone system component of the Earthlink proposal includes a Hosted, or "cloud based," phone system using Voice over IP (VOIP.) This technology enables quick and easy upgrades or downgrades in features or services as the needs of the city change, and it places the burden of hardware maintenance on the system provider. It will provide a single unified telephone platform for all employees and will enable a multitude of features not available with the system we have currently.

RECOMMENDATION: That the City of Gulf Breeze accept the EarthLink proposal, based in part on EarthLink's substantially similar existing contract with the City of Belle Glade and contract with the State of Florida, and proceed with implementation as soon as possible.



City of Gulf Breeze

Memorandum

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : 8/23/2013

Subject: **Resolution No. 16-13, Approving a Plan of Finance for Acquisition and Improvement of Robert Sharp Towers II by Elderly Housing, Development and Operations Corporation in Miami Gardens, Florida**

On August 19, 2013, the City Council adopted Resolution No. 15-13 approving the plan of finance for the project listed above and issuance of Capital Trust Agency bonds for the project. The advertising/notice for this action was abbreviated in order to meet a deadline for an application for tax credits for this project. Now that the proper advertising/notice has been completed, it is necessary to adopt an additional Resolution approving the plan of finance under the normal process.

This project involves issuance of up to \$10,000,000 in CTA bonds for the acquisition, improvement, and repair of Robert Sharp Towers II in Miami Gardens, Florida. As with other CTA sponsored financings, there is no obligation on the part of Gulf Breeze, Century, CTA, or any other governmental agency to repay the bonds.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 16-13 APPROVING A PLAN OF FINANCE FOR ROBERT SHARP TOWERS II.

RESOLUTION NO. 16-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF THE ACQUISITION, CONSTRUCTION, IMPROVEMENT, RENOVATION AND EQUIPPING OF AN EXISTING LOW-INCOME MULTIFAMILY RENTAL HOUSING FACILITY LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF APPROXIMATELY \$10,000,000 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. 38 (including Amendments No. 14-A, 23-A, 24-A and 37-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 June 27, 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, improving, renovating and equipping an existing low-income multifamily rental housing facility, as further described on the attached Schedule I, namely, the Robert Sharp Towers II located at 115 N.W. 202nd Terrace, Miami Gardens, Florida 33169, Miami-Dade County, Florida (the "Facility"); and

WHEREAS, the City has been advised that the Agency desires to issue an approximately \$10,000,000 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 Facility on behalf of EHDOC Robert Sharp Towers II LP, a Florida limited partnership, or one or more of the subsidiary corporations, limited liability companies or limited partnerships of Elderly Housing, Development and Operations Corporation,

whose principal place of business is 1580 Sawgrass Corporate Parkway, Suite 210, Ft. Lauderdale, Florida 33323 (as applicable, the "Borrower") to fund a program herein described (the "Plan of Finance"); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (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, (i) notice of such public hearing was given in the form required by the Code by publication at least fourteen (14) days prior to such public hearing in the *Pensacola News Journal* on August 21, 2013 and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on September 4, 2013; 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 August 21, 2013. 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 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 Facility 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 3. AMENDMENT NO. 39 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 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 \$10,000,000 aggregate 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 4th day of September, 2013.

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Leslie A. Guyer, City Clerk

EXHIBIT "A"
REPORT OF CITY MANAGER

[Follows]

**REPORT OF HEARING OFFICER
(EHD OC ROBERT SHARP TOWERS II LP)**

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 September 4, 2013, for and on behalf of the Capital Trust Agency (the "Agency"), a separate legal and administrative agency created and existing under Chapter 163, Part I, and Chapter 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 approximately \$10,000,000 revenue bonds (the "Bonds") on behalf of EHD OC Robert Sharp Towers II LP, a Florida limited partnership and whose principal place of business is 1580 Sawgrass Corporate Parkway, Suite 210, Ft. Lauderdale, Florida 33323, or one or more subsidiary corporations, limited liability companies or limited partnerships of Elderly Housing, Development and Operations Corporation (as applicable, the "Borrower"). The proceeds of the Bonds will be loaned to the Borrower for financing or refinancing the cost of acquiring, constructing, improving, renovating and equipping by the Borrower of an existing 110-unit, low-income multifamily rental housing facility known as Robert Sharp Towers II (the "Facility") located at 115 N.W. 202nd Terrace, Miami Gardens, Florida 33169, Miami-Dade County, Florida, as more fully described on the attached Exhibit "A" (the "Facility").

The public hearing was duly advertised in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City, on August 21, 2013. 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 Facility. Information about the proposed Bonds, the location of the Facility, 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 communication was received.

No interested party was in attendance at the public hearing. Minutes of the Council Meeting, including the public hearing, will be kept on file with the City Clerk as referenced in Exhibit "C" hereto. The undersigned then concluded the hearing.

Respectfully submitted,

By: _____
Edwin Eddy, City Manager
City of Gulf Breeze, Florida

Published Daily-Pensacola, Escambia County, FL

PROOF OF PUBLICATION

State of Florida

County of Escambia:

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

City of Gulf Breeze, Florida

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

August 21, 2013

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

Sworn to and subscribed before me this 21st Day of **August, 2013**, by Anna Hammes, who is personally known to me.

Anna Hammes Affiant

Carol S. Corbin Notary Public

CAROL S. CORBIN
NOTARY PUBLIC - STATE OF FLORIDA
COMMISSION #EE847370
MY COMMISSION EXPIRES OCT. 29, 2016

**CITY OF GULF BREEZE, FLORIDA
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") will hold a public hearing at 10:00 a.m. on September 4, 2013, in the City Council Chambers located at 1070 Shoreline Drive, Gulf Breeze, Florida 32561. The purpose of the public hearing is to consider a plan of finance for the purpose, among other things, of providing funds to be loaned by the Capital Trust Agency (the "Agency") to E-1000 Robert Sharp Towers II LP, a Florida limited partnership, or one or more subsidiary corporations, limited liability companies or limited partnerships of Elderly Housing, Development and Operations Corporation (as applicable, the "Borrower"), for financing or refinancing the cost of acquiring, constructing, improving, renovating and equipping by the Borrower of an existing 110-unit, low-income multifamily rental housing facility known as Robert Sharp Towers II (the "Facility") located at 115 N.W. 202nd Terrace, Miami Gardens, Florida 33189, Miami-Dade County, Florida (the "County").

The plan of finance contemplates that the Agency will issue, in respect to such Facility, not exceeding \$10,000,000 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 Facility. The Facility will be owned by the Borrower. The initial manager of the Facility will be Elderly Housing, Development and Operations Corporation (the "Manager").

The City will not issue, and will not be obligated on, the Bonds.

The contemplated financing will allow the Facility to continue to comply with all applicable tenant eligibility requirements and will not change the nature or character of the Facility.

The Bonds, when issued, will be special, limited obligations payable solely out of the revenues, income and receipts pledged to the payment thereof and derived from financing agreements with the Borrower, and the Agency will not be obligated to pay the principal of, premium, if any, or interest on the Bonds except from the payments of the Borrower. The Bonds will not constitute (i) a debt, liability or obligation of the Agency, the City, the County, the Manager, the State, or any political subdivision, public agency or municipality thereof, (ii) a pledge of the full faith and credit of the Agency, the City, the County, the State, or any political subdivision, public agency or municipality thereof, or (iii) a pledge of the taxing power of the City, the County, the State, or any political subdivision or municipality thereof. The Agency has no taxing power.

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. 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 by the City with respect to any matter considered 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, a 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 contact the telephone operator at City Hall, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, 850-934-5115, at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

Legal No 1806653 1T August 21, 2013

EXHIBIT "B"

**AMENDMENT NO. 39
OF THE ENABLING AGREEMENT**

[Follows]

EXHIBIT "B"

AMENDMENT NO. 39 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 39 TO INTERLOCAL AGREEMENT** (this "Amendment No. 39") is made and entered into as of the ____ day of August, 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. 38 (including Amendments No. 14-A, 23-A, 24-A and 37-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, EHDOC Robert Sharp Towers II LP, a Florida limited partnership, or one or more subsidiary corporations, limited liability companies or limited partnerships of Elderly Housing, Development and Operations Corporation (as applicable, the "Borrower"), is engaged in, among other things, acquiring, constructing, developing, improving, furnishing, equipping, owning, and operating multifamily rental housing facilities for low income seniors; and

WHEREAS, on June 27, 2013, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount of approximately \$10,000,000 (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 from time to time (collectively, the "Bonds") and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing and refinancing the acquisition, construction, improvement, renovation and equipping of an existing 110-unit, low-income multifamily rental housing facility known as Robert Sharp Towers II (the "Facility") described on the attached Schedule "I," located in the State of Florida; 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. 39 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 and loan the proceeds to the Borrower in order to provide financing and refinancing for the Facility;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. ENABLING AGREEMENT AMENDED FOR SERIES 2013 PROJECT.

This Amendment No. 39 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 Facility.

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 Facility. 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 Facility 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, the sum specified on Schedule "II" 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. 39 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 39, 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. 39, 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.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 39 to the 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: _____
Leslie A. Guyer
City Clerk

TOWN OF CENTURY, FLORIDA

[SEAL]

By: _____
Freddie W. McCall, Sr., Mayor

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

SCHEDULE "I"

The project herein described consist of the acquisition, construction, improvement, renovation and equipping of an existing 110-unit, low-income multifamily rental housing facility known as Robert Sharp Towers II, located at 115 N.W. 202nd Terrace, Miami Gardens, Florida 33169, Miami-Dade County, Florida.

SCHEDULE "II"
PAYMENT TO TOWN OF CENTURY

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



City of Gulf Breeze

Memorandum

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : 8/21/2013

Subject: **Approval of Municipal Costs for the Red Light Camera Hearings**

On July 1, 2013, House Bill 7125 became effective which made many modifications to Florida Statutes Section 316.0083 which governs the red light camera procedures. One of the changes allows the City to assess municipal costs (i.e., cost for providing a hearing officer and clerk to the hearing officer and postage costs) to a violator that requests an administrative hearing and, after the hearing, is adjudicated guilty of the violation. The statute states the City may require the violator to pay municipal costs "not to exceed \$250.00." After meeting with the City Attorney and Staff, it was decided that the City's municipal costs would exceed \$250.00 and, therefore, we would assess a municipal fee of \$250.00.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE A MUNICIPAL COST OF \$250.00 FOR VIOLATORS ADJUDICATED GUILTY AFTER HEARING OF RED LIGHT CAMERA VIOLATIONS.

MUNICIPAL COSTS

Hearing Officer	\$190.00
City Clerk	\$ 27.05
Officers (average hourly rate for two)	\$ 27.45
Custodian of Digital Records	\$ 25.57
Postage	<u>\$ 0.88</u>
	<u>\$270.95</u>

Wages for City employees are based on their all-inclusive, hourly rates.



City of Gulf Breeze

Memorandum

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : 8/23/2013
Subject: **Renewal of City Employee Health Insurance Plan**

One of the issues that is most difficult to predict is the cost of the City employee health insurance plan. Our plan renewal date is coincident with the beginning of the fiscal year (October 1). We typically budget with an estimate in mind. We then secure a bid/proposal and present it to the City Council to establish the “actual” for the coming fiscal year.

For budgeting, we predicted that the 2014 fiscal year renewal would cost 10% more than the current plan. We asked our agent, Rodney Rich and Company, for assistance in securing final proposals. We have four viable options:

1. Renew the current plan which is known as Blue Cross Plan 42. The cost for 2014 would be 14.66% more than we currently pay.
2. Select Blue Cross Plan 60 which is nearly identical to Plan 42. There are one or two co-pay increases that are deemed inconsequential. Cost of Plan 60 is 6% more than the current plan.
3. Switch to United Health Care Plan FF8. The coverage under this plan is significantly different than our current plan. This plan could be purchased for the price we currently pay. There would be a 0% increase in rate for 2014 over the current plan.
4. Switch to United Health Care Plan that is nearly identical to our current plan via the Florida League of Cities Insurance Trust. The cost would be 5% more than we are paying at present.

Health insurance and the risk associated with various levels of coverage is an issue that causes different reactions. Typically, staff is concerned with changing carriers, increased costs, and different levels of coverage.

We formed a staff committee made up of department directors and operational staff. We reviewed the costs of each of the alternatives noted above and the challenges likely with the levels of coverage.

The committee unanimously recommends the City renew with Blue Cross Blue Shield via Plan 60. Plan 60 costs 6.5% more than our current plan. (In order to achieve this low rate, we would agree to purchase life and dental insurance through Blue Cross. The life insurance the City purchases is simply to provide payout equal to one year of salary. The dental insurance policy offered by Blue Cross is identical to our current plan.) The committee was also unanimous in recommending that the City and the participating employees share equally the additional premium.

The draft budget presented to Council at budget workshops includes figures for renewal of health insurance for each department with 10% more funding available for fiscal year 2014. Based on Council action, these amounts will be adjusted.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE BLUE CROSS BLUE SHIELD PLAN 60 AS THE HEALTH PLAN FOR CITY EMPLOYEES WITH BUNDLED SUPPLEMENTARY INSURANCE.

OPTION NO. 1

Blue Cross Blue Shield HMO Plan 42			
Coverage	Monthly		
	Total Premium	Employee	City
Employee	\$ 440.77	\$ 2.00	\$ 438.77
Spouse	\$ 978.51	\$ 212.62	\$ 765.89
Children	\$ 802.20	\$ 200.02	\$ 602.18
Family	\$ 1,353.16	\$ 332.72	\$ 1,020.44
Per Pay Period			
Coverage	Total Premium	Employee	City
Employee	\$ 220.39	\$ 1.00	\$ 219.39
Spouse	\$ 489.26	\$ 106.31	\$ 382.95
Children	\$ 401.10	\$ 100.01	\$ 301.09
Family	\$ 676.58	\$ 166.36	\$ 510.22

Employee 44 \$ 1,056.00 \$ 231,670.56
 Spouse 11 \$ 28,065.84 \$ 101,097.48
 Children 7 \$ 16,801.68 \$ 50,583.12
 Family 16 \$ 63,882.24 \$ 195,924.48
 Total \$ 109,805.76 \$ 579,275.64

Current Premium Total: \$ 689,081.40
 Renewal Premium Total: \$ 790,116.00
 Increase of 14.66%

OPTION NO. 2

Blue Cross Blue Shield HMO Plan 60			
Coverage	Monthly		
	Total Premium	Employee	City
Employee	\$ 472.87	\$ 18.06	\$ 454.81
Spouse	\$ 1,125.44	\$ 286.09	\$ 839.35
Children	\$ 870.09	\$ 233.97	\$ 636.12
Family	\$ 1,475.37	\$ 393.83	\$ 1,081.54
Per Pay Period			
Coverage	Total Premium	Employee	City
Employee	\$ 236.44	\$ 9.03	\$ 227.41
Spouse	\$ 562.72	\$ 143.05	\$ 419.68
Children	\$ 435.05	\$ 116.99	\$ 318.06
Family	\$ 737.69	\$ 196.92	\$ 540.77

Employee 44 \$ 9,535.68 \$ 240,139.68
 Spouse 11 \$ 37,763.88 \$ 110,794.20
 Children 7 \$ 19,653.48 \$ 53,434.08
 Family 16 \$ 75,615.36 \$ 207,655.68
 Total \$ 142,568.40 \$ 612,023.64

Premium Total: \$ 754,592.04
 Increase of 9.5%

OPTION NO. 3

United Health Care FF8/PI			
Coverage	Monthly		
	Total Premium	Employee	City
Employee	\$ 440.85	\$ 2.00	\$ 438.85
Spouse	\$ 978.69	\$ 212.62	\$ 766.07
Children	\$ 802.35	\$ 200.02	\$ 602.33
Family	\$ 1,353.41	\$ 332.72	\$ 1,020.69
Per Pay Period			
Coverage	Total Premium	Employee	City
Employee	\$ 220.43	\$ 1.00	\$ 219.43
Spouse	\$ 489.35	\$ 106.31	\$ 383.04
Children	\$ 401.18	\$ 100.01	\$ 301.17
Family	\$ 676.71	\$ 166.36	\$ 510.35

Employee 44 \$ 1,056.00 \$ 231,712.80
 Spouse 11 \$ 28,065.84 \$ 101,121.24
 Children 7 \$ 16,801.68 \$ 50,595.72
 Family 16 \$ 63,882.24 \$ 195,972.48
 Total \$ 109,805.76 \$ 579,402.24

Premium Total: \$ 689,208.00
 No Change 0%

OPTION NO. 2 - With Discount

Blue Cross Blue Shield HMO Plan 60			
Coverage	Monthly		
	Total Premium	Employee	City
Employee	\$ 458.40	\$ 10.82	\$ 447.58
Spouse	\$ 1,090.99	\$ 268.86	\$ 822.13
Children	\$ 843.43	\$ 220.64	\$ 622.79
Family	\$ 1,430.20	\$ 371.24	\$ 1,058.96
Per Pay Period			
Coverage	Total Premium	Employee	City
Employee	\$ 229.20	\$ 5.41	\$ 223.79
Spouse	\$ 545.50	\$ 134.43	\$ 411.07
Children	\$ 421.72	\$ 110.32	\$ 311.40
Family	\$ 715.10	\$ 185.62	\$ 529.48

Employee 44 \$ 5,712.96 \$ 236,322.24
 Spouse 11 \$ 35,489.52 \$ 108,521.16
 Children 7 \$ 18,533.76 \$ 52,314.36
 Family 16 \$ 71,278.08 \$ 203,320.32
 Total \$ 131,014.32 \$ 600,478.08

Premium Total: \$ 731,492.40
 Increase of 5%

OPTION NO. 4

United Health Care Florida Municipal Insurance Trust			
Coverage	Monthly		
	Total Premium	Employee	City
Employee	\$ 462.82	\$ 13.03	\$ 449.80
Spouse	\$ 1,027.44	\$ 237.09	\$ 790.36
Children	\$ 842.31	\$ 220.08	\$ 622.24
Family	\$ 1,420.82	\$ 366.55	\$ 1,054.27
Per Pay Period			
Coverage	Total Premium	Employee	City
Employee	\$ 231.41	\$ 6.51	\$ 224.90
Spouse	\$ 513.72	\$ 118.54	\$ 395.18
Children	\$ 421.16	\$ 110.04	\$ 311.12
Family	\$ 710.41	\$ 183.28	\$ 527.14

Employee 44 \$ 6,877.20 \$ 237,491.76
 Spouse 11 \$ 31,295.22 \$ 104,326.86
 Children 7 \$ 18,486.30 \$ 52,267.74
 Family 16 \$ 70,377.60 \$ 202,419.84
 Total \$ 127,036.32 \$ 596,506.20

Premium Total: \$ 723,542.52
 Increase of 5%



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM:  David J. Szymanski, Assistant City Manager

DATE: August 23, 2013

SUBJECT: ADOPTION OF RESOLUTION NO. 13-13, ESTABLISHING A TENTATIVE MILLAGE RATE OF 2.10 MILLS AND RESOLUTION NO. 14-13, ADOPTING THE TENTATIVE BUDGET FOR FISCAL YEAR 2014.

The Council will hold the first of two Public Hearings on property tax millage rate and the City's budget at its rescheduled Council Meeting on Wednesday, September 4, 2013 at 6:30 p.m. At the public meeting the Council will receive comments from the public about the proposed millage rate and the proposed budget. After receiving public comment, Council will adopt the resolution setting tentative millage rate and then the resolution adopting the City's tentative budget. The second Public Hearing on the millage rate and the City's budget is set for a rescheduled City Council Meeting on Tuesday, September 17, 2013 at 6:30 p.m. Attached is the resolution for the tentative millage rate and the budget resolution.

RECOMMENDATION:

That Council adopt Resolution No. 13-13 setting the tentative millage rate for Fiscal Year 2014 and adopt Resolution No. 14-13 containing the tentative budget for the fiscal year ending September 30, 2014.

RESOLUTION NO. 13-13

**A RESOLUTION TENTATIVELY LEVYING AN AD VALOREM PROPERTY TAX
FOR THE CITY OF GULF BREEZE FOR 2013; PROVIDING AN
EFFECTIVE DATE.**

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

SECTION 1:

An ad valorem tax of 2.10 mills is tentatively levied for 2013 against all property, both real and personal, not exempt from taxation within the corporate limits of the City of Gulf Breeze.

SECTION 2:

The 2013 tentative ad valorem tax rate of 2.10 mills constitutes a 13.39% increase from the Rolled-Back Rate (1.852) as calculated according to Chapter 200, Florida Statutes.

SECTION 3:

This resolution shall take effect immediately upon its adoption by the City Council and shall be published as required by law. The ad valorem tax levy provided for herein shall not become final until a resolution levying the tax is adopted at a subsequent public hearing.

ADOPTED: _____

APPROVED: _____
Beverly H. Zimmern, Mayor

ATTEST:

Leslie Guyer, City Clerk
Stephanie Lucas, City Clerk

RESOLUTION NO. 14-13

A RESOLUTION TO BE ENTITLED:

A RESOLUTION TENTATIVELY ADOPTING A BUDGET FOR THE CITY OF GULF BREEZE FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, MAKING APPROPRIATIONS FOR THE PAYMENT OF THE EXPENSES OF THE CITY GOVERNMENT AND ALL DEPARTMENTS THEREOF AND FOR THE PAYMENT OF ACCOUNT OF THE BONDED INDEBTEDNESS OF THE CITY FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2013, REPEALING CLAUSE AND EFFECTIVE DATE.

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

SECTION 1:

That the appropriation hereinafter made are based on the estimates contained in the Budget, as indexed, submitted by the City Manager, as afterwards revised, approved and adopted by the City Council for the payment of the expenses of the City Government and all Departments of the City, and on account of the bonded indebtedness, as the same as set forth in said Budget so adopted, copies of which are on file in the Office of the City Manager, and to which reference may be made;

That said budget summarized as to estimated revenues, transfers and appropriations for fund is set forth herein;

That there is estimated there will received and available for appropriation for the Fiscal Year beginning October 1, 2013 the amounts of revenues as listed according to the respective funds; detailed by source, type, and account as set forth in said Budget;

That there be and is hereby appropriated the sums shown for the various purposes hereinafter specified, for the Fiscal Year beginning October 1, 2013, provided from the sources of revenue hereinbefore designated;

That there is determined that certain transfer of funds will be required during the Fiscal Year beginning October 1, 2013, and such transfers are hereby authorized as set forth herein:

Revenues:	<u>General Fund</u>	<u>Urban Core Redevel</u>	<u>GB Financial</u>	<u>Natural Gas Fund</u>	<u>SSRUS Fund</u>	<u>Tiger Point Golf</u>	<u>Solid Waste Fund</u>	<u>Water & Sewer Fund</u>	<u>Stormwater Fund</u>	<u>Traffic Citation Fund</u>	
Taxes	2,635,515	745,202									
Licenses Fees & Permits	12,500										
Intergovernmental Rever	598,995										
Charges for Services	284,300		700,317	2,219,200	4,130,424	1,654,660	561,000	1,948,000	207,600	660,000	
Fines & Forfeits	187,363										
Miscellaneous Revenues	231,300			8,000	454,837	264,209		28,500			
Other Sources	2,135,621		247,000		227,557	96,111		178,359	22,554	39,000	
TOTAL:	6,085,594	745,202	947,317	2,227,200	4,812,818	2,014,980	561,000	2,154,859	230,154	699,000	20,478,124

Expenditures:	<u>General</u> <u>Fund</u>	<u>Urban Core</u> <u>Redevelop</u>	<u>GB</u> <u>Financial</u>	<u>Natural Gas</u> <u>Fund</u>	<u>SSRUS</u> <u>Fund</u>	<u>Tiger Point</u> <u>Golf</u>	<u>Solid Waste</u> <u>Fund</u>	<u>Water & Sewer</u> <u>Fund</u>	<u>Stormwater</u> <u>Fund</u>	<u>Traffic Citation</u> <u>Fund</u>	
Wages	2,431,158	0	81,819	406,128	1,017,594	875,324	104,200	312,250	114,042	0	
Taxes & Benefits	615,901	0	23,668	128,106	306,315	55,600	14,830	78,891	28,041	0	
Services & Contracts	518,060	184,650	73,080	852,500	627,500	424,940	368,625	770,337	15,000	30,000	
Operating Expenses	773,716	82,300	14,100	147,570	605,900	150,632	3,000	142,100	11,400	569,000	
Administration	507,160	1,100	24,240	145,500	296,200	508,484	3,500	76,600	2,500	25,000	
Debt Costs (Int & Prin)	451,145	0	0	208,469	1,187,752	0	0	114,693	43,171	0	
Contribution & Grants	0	0	12,000	0	0	0	0	0	0	0	
Transfers	177,089.50	252,325	500,000	187,039	268,778	0	66,845	438,187	16,000	75,000	
	5,474,229	520,375	728,907	2,075,312	4,310,039	2,014,980	561,000	1,933,059	230,154	699,000	
Capital	0	224,827	0	133,700	349,700	0	0	221,800	0	0	
SUB TOTAL:	5,474,229	745,202	728,907	2,209,012	4,659,739	2,014,980	561,000	2,154,859	230,154	699,000	
RESERVES:	611,365	0	218,410	18,188	153,080	0	0	0	0	0	
TOTAL:	6,085,594	745,202	947,317	2,227,200	4,812,818	2,014,980	561,000	2,154,859	230,154	699,000	20,478,124

SUMMARY OF PROPOSED FUND TRANSFERS
FISCAL YEAR 2013-2014

REIMBURSEMENTS: For Internal Services

<u>FROM:</u>	<u>TO:</u>		
Solid Waste	General Fund	\$	78,844
Water Utility Services	General Fund	\$	131,121
Sewer Utility Services	General Fund	\$	86,421
Natural Gas Utility Services	General Fund	\$	191,622
South Santa Rosa Utility System	General Fund	\$	270,821
Stormwater	General Fund	\$	15,993
Red Light Camera	General Fund	\$	75,000
Natural Gas Loan	General Fund	\$	208,469
		\$	1,058,296

CONTRIBUTIONS:

<u>FROM:</u>	<u>TO:</u>		
Gulf Breeze Financial Services	General Fund	\$	500,000
Capital Trust Agency	General Fund	\$	325,000
		\$	825,000

SECTION 2:

This budget shall be administered in strict adherence to the Charter and Code of Ordinances of the City of Gulf Breeze, as amended, the Laws of the State of Florida, applicable bond covenants, and the Budget Manual as adopted by the City Council. Amendments to this budget shall be only by Supplemental Appropriations Resolution for all revenues and for all expenditures by fund and by object code; provided further that the City Manager is authorized to approve transfers of appropriated expenditures between those sub-object codes within the object codes of each fund.

SECTION 3:

All resolutions or parts of resolutions in conflict herewith are hereby repealed.

SECTION 4:

This resolution shall take effect upon its adoption by City Council immediately and shall be published as required by law.

PASSED AND ADOPTED by the City Council of the City of Gulf Breeze, Santa Rosa County, Florida, on the 4 day of September, 2013.

APPROVED:

Beverly H. Zimmern, Mayor

ATTEST:

Leslie Guyer, City Clerk
Stephanie Lucas, City Clerk



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: August 20, 2013
RE: Gulf Coast Sustainable Living Center

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

Staff has presented to the City Council the concept of a Gulf Breeze Energy Center which is now called the Sustainable Living Center. The Center will provide a showcase of sustainable and renewable energy construction methods in a showcase. The facility will be used as a training center, as well as including office space for City employees.

The Center will be constructed with grant funds from the USDA and contributions from sponsors in the construction industry. Gulf Coast Energy Network will serve as the coordinator and operator of the facility, but the City has agreed to allow the use of its land as well as serve as the grant applicant. In order to begin the application process, the attached memorandum of understanding must be signed to indicate the City's willingness to participate in the program. It does not bind the City to anything, but states that if all conditions are favorable and the funding is made available, the City will likely enter a formal agreement to have the Center installed.

The concept plans for the proposed Center are available for viewing.

RECOMMENDATION: The City Council approve and authorize the Mayor to sign the Memorandum of Understanding, pending City Attorney and staff comments.

DRAFT MEMORANDUM OF UNDERSTANDING

This MEMORANDUM OF UNDERSTANDING (MOU) made and entered into on August 15, 2013 by and between the Gulf Coast Energy Network, a Florida not-for-profit corporation (hereinafter "GCEN") and the City of Gulf Breeze, a political subdivision of the State of Florida acting by and through its City Council (hereinafter "City").

Whereas, the Gulf Coast Energy Network (GCEN) is a 501(c)(3) not-for-profit organization registered with the Internal Revenue Service representing over 7,000 energy and sustainability professionals along the Gulf Coast

Whereas, GCEN has been dedicated to providing exceptional educational and outreach opportunities focused on energy/water conservation, renewable energy technologies, alternative transportation, and high-performance sustainable buildings.

RECITALS

GCEN is proposing to partner with the City to host a demonstration facility to showcase the latest innovations in sustainable design and construction. Specifically, GCEN is proposing to fund, design, build, and maintain a 4,100 square foot learning center on an x-acre parcel of land owned by the City and behind the Gulf Breeze City Hall building.

AGREEMENT

Now, Therefore, in consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. **Effective Date & Duration:** Both parties agree to enter into this MOU, effective on this date. This MOU shall remain in place for a period of ten (10) years with additional two (2) year extensions, in the event that both parties agree to the continuation of the agreement, specified herein.
2. **Purpose:** The purpose of this Agreement is to allow both parties to utilize the proposed facility to showcase various building technologies and expand the use of natural gas for homes, businesses, and vehicles. In consideration for the use of the x-acre parcel, GCEN shall provide the City with a x-square foot office building to be used by City staff at the discretion of City officials.
3. **Promotion:** GCEN agrees to host tours, workshops, and seminars on a variety of topics that promote high-performance design and construction and alternative fuels for buildings and transportation.
4. **Financing:** GCEN would agree to secure the funding needed to design, build, and maintain the facility from a combination of grants and product/service donations and local events. GCEN is not seeking tax-payer dollars to construct the proposed facility.

5. Management: GCEN is proposing to operate and maintain the facility resulting in no undue burden on the City's staff.
6. Repayment & Guarantees: In the event that both parties agree to rent the facility to an outside party, additional revenue generated, above and beyond the annual maintenance requirements, both parties shall develop an adequate formula to share the revenue.
7. Termination: Under this MOU, both parties would agree to keep the facility open for a period of ten (10) years. However, the City shall reserve the right to withdraw from this agreement in the event that the City decides on an alternate use that's in the best interest of the citizens of Gulf Breeze. In that event, the City would provide written notification to GCEN no less than 365 days in advance. GCEN would be given 12 months to secure funding and an additional 12 months to construct the facility or this MOU becomes null and void.
8. Indemnification: GCEN would agree to maintain liability insurance and further agrees to assume any and all liability in the event of any unforeseen circumstances resulting in injury, or otherwise, to occupants of the facility. GCEN would also secure an insurance policy to cover the building and its contents.
9. General Monthly Maintenance: The general and routine maintenance would be handled as follows:
 - A) Insurance & Liability - GCEN would agree to, at all times, maintain insurance to address any and all accidents or damages to the structure due to extreme weather events, or otherwise.
 - B) Security - GCEN would agree to provide its own security monitoring system, but would rely on City services for police and fire protection.
 - C) Utilities - GCEN would agree to cover the monthly cost of electricity, security monitoring system, and Internet. The City would agree to cover the cost water, sewer, gas, waste removal, and general custodial services.
 - D) User Agreement - In a collaborative manner, GCEN and the City would evaluate all submission requests by outside groups interested in renting the facility for special events.
 - E) Maintenance - GCEN would agree to perform or contract general maintenance services to keep the facility in good working order.