GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION

OCTOBER 31, 2012
WEDNESDAY 6:30 P.M.
COUNCIL CHAMBERS

ACTION AGENDA ITEMS:

A. Discussion and Action Regarding Designation of Osprey as City Bird

B. Discussion and Action Regarding Special Event Request - Chick-Fil-A for Wednesday Oct. 31, 2012 12:01 a.m. thru 7:00 a.m. and 10:00 p.m. to 6:00 a.m. Thursday, Nov 1st

C. Discussion and Action Regarding Daniel Drive Street Signs at Highway 98

D. Discussion and Action Regarding Notice of Appeal for a Beverage Certificate of Compliance for the Naillounge, 214 Gulf Breeze Parkway

E. Discussion and Action Regarding Purchase of 2 Ford F150 Super Cab CNG trucks; and 2 Ford Fusion Bi-Fuel CNG Vehicles

F. Discussion and Action Regarding Adoption of Resolution 22-12, for FY 2013 Tourist Development Council (TDC) Budget

G. Discussion and Action Regarding Adoption of Resolution 23-12, for FY 2013 Community Redevelopment Agency (CRA) Budget

H. Discussion and Action Regarding Nextel Lease

I. Discussion and Action Regarding Duty Holsters for Police Department

J. Discussion and Action Regarding SSRUS Board Recommendations
   I. Interim Tap Fee Policy
   II. Waterford Sound Phase I Reimbursement
   III. Waterford Sound Phase II Payment Policy
   IV. Manhole Repairs - 6 Manholes

K. Discussion and Action Regarding Resolution Approving the Issuance of $25,500,000 Capital Trust Agency Bonds, Belfort Village and Resolution Approving the issuance of $37,000,000 Capital Trust Agency Bonds, Affordable Housing Facilities, Jacksonville FL

L. Discussion and Action Regarding Workshop - Storage of Boats, Trailers, RV's on front yards

M. Discussion and Action Regarding Appointment of Mayor Zimmern to Florida League of Cities Legislative Committee

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: 10/25/2012

Subject: Designation of Osprey as City Bird

Attached please find a letter from Krista Morgan at Parkway Animal Hospital requesting the City Council designate the Osprey as the "City Bird". Ms. Morgan provides an excellent case for this action. We asked longtime birder and Park Board Member Lucy Duncan, who helped the City designate certain areas as prime locations for bird watching for her opinion of this action. She endorses the move.

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO PREPARE A RESOLUTION FOR ADOPTION ON NOVEMBER 5, 2012 DESIGNATING THE OSPREY AS THE CITY BIRD.

Proposal for City Bird of Gulf Breeze

As a citizen of Gulf Breeze with roots going back to the 1950's and as an avid bird watcher, I propose that the City of Gulf Breeze adopt the Osprey (aka Fish Hawk) as the official City Bird of Gulf Breeze.

The Osprey is the perfect avian representative for Gulf Breeze. Listed below are the reasons for this opinion.

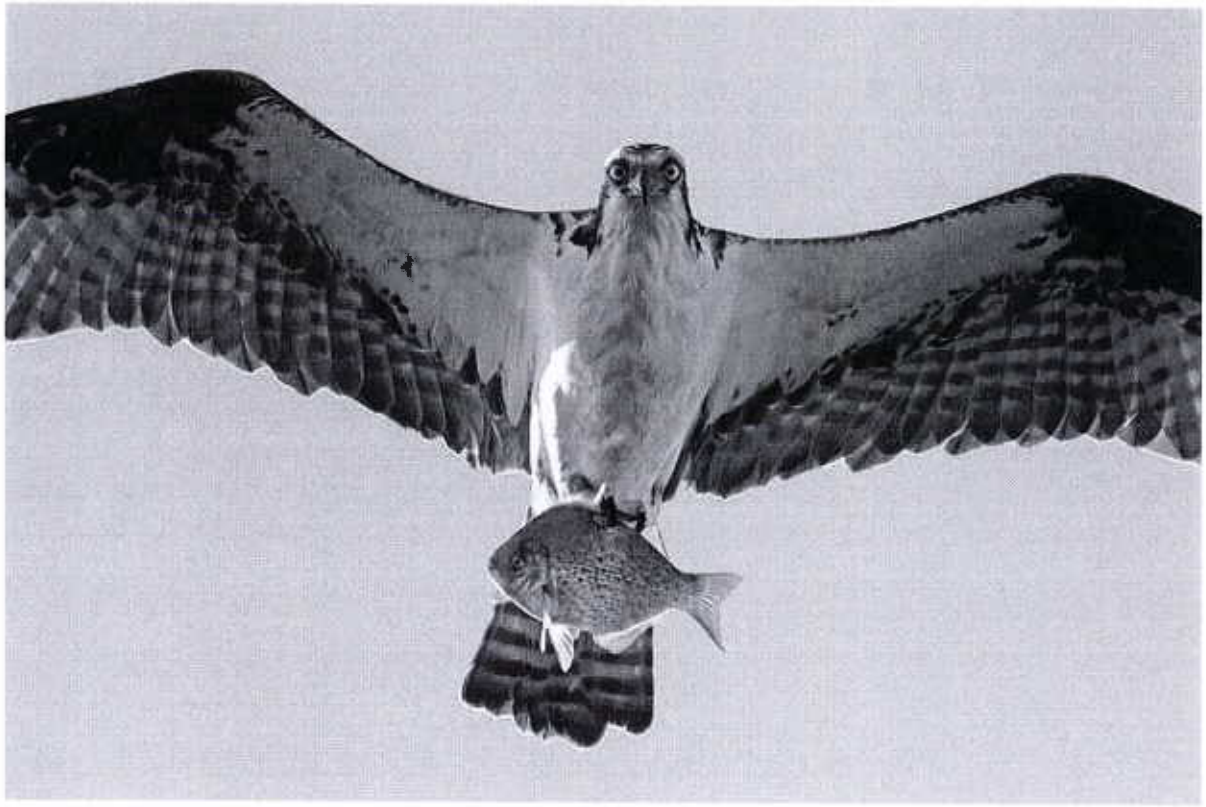
- Ospreys are dedicated to family. Each Spring they tend to the needs of their babies; often last years' youngsters linger nearby.
- Ospreys build beautiful, sturdy homes near the water in which to raise their young. The pair, which seem to mate for life, will return to the same home year after year.
- Osprey love to fish and are, indeed, strictly fish-eating birds. They would never consider harassing your pets in any way.
- Osprey love clean water and are always found near water.

- Ospreys are hard-working, honest, and independent. They always provide fresh-caught food for themselves and their families. They never steal, nor beg for hand-outs.
- Ospreys are creative. Though they prefer the dead "snag" trees provided by Ivan, they will utilize other structures such as microwave towers, and man-made platforms specially designed for them.
- Last but not least, Osprey are civic-minded birds, participating in all our local activities. They can be seen fishing, observing ball games, and enjoying our national parkland-- right along with the humans.
- Another benefit of having the Osprey as City Bird would be the annual Osprey festival we could conduct each spring to bring awareness to the need for a clean environment, to provide a fun day for our citizens, and draw visitors to our town.

Oh yes- did I mention? Ospreys are magnificent, good-looking, kind, and friendly, just like Gulf Breeze folk!

Sincerely,

Krista D. Morgan



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: October 16, 2012

Chick-Fil-A has submitted a special event application for the Grand opening of their new store located within the City limits of Gulf Breeze. The event will begin on Wednesday, October 31 2012 at 12:01am thru 7:00am. The event will start up again at 10:00pm and end at 6am Thursday November 1, 2012 when the store opens.
This event is for the first 100 and ten alternates that get selected to receive the Grand Prize of one Chick-fil-A meal each week for the next year. Chick –Fil-A will block off areas around the store so that these individuals have a place to camp out. Chick –Fil-A will hire off duty officers for the event. There will be between 200-400 people in attendance. I have attached a letter from Chick-Fil-A in reference to the event.

311 Fairpoint Dr • Gulf Breeze, FL 32561 • Phone (850) 934-5121 • Fax (850) 934-5127

Accredited by Commission for Florida Law Enforcement Accreditation

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
Special Event

Packet Includes:

1. Copy of Requirements to conduct special events.
2. Application to conduct special events.

The above documents must be signed, dated and returned to:

The Gulf Breeze Police Department
311 Fairpoint Drive
Gulf Breeze, FL 32561

At least (30) days prior to the special event

Applicant's Signature Date 10/9/12

GBPD-1 (01-2008)

(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.

10/9/12

Applicant's Signature Date

10-16-12

Police Department's Approval Date

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

10/9/12
Date Submitted

1. **ORGANIZATION BEING REPRESENTED:**

Name Chick-fil-A
Address 5200 Buffington Rd Atlanta, GA

2. **PERSON REQUESTING PERMIT:**

Name Brittany Roberts
Address 5200 Buffington Road Atlanta, GA
Phone 404-783-4343

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

Name Same as above
Address
Phone

4. **DATE, HOURS AND LOCATION OF EVENT:**

Chick-fil-A at Gulf Breeze
310 Gulf Breeze Pkwy
Gulf Breeze, FL 32561

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

See attached letter

10/9/12
Applicant's Signature/Date

10-16-12
Police Department's Approval/Date

City Manager's Approval/Date

Brittany Roberts
5200 Buffington Road
Atlanta, GA 30349
404-783-4343

September 17, 2012

To Whom It May Concern:

I am writing to you today in regard to the upcoming Grand Opening of Chick-fil-A at Gulf Breeze. We are very much looking forward to being apart of the Gulf Breeze community.

Since 2005, we have awarded our First 100 customers in line at our Grand Opening events with a Grand Prize of one Chick-fil-A Meal - Chicken Sandwich, Chick-fil-A Waffle Potato Fries® and drink – per week for a year (equating to 52 meals). This 24-hour promotion is a family-friendly event that generates a great deal of positive media coverage for the local area.

Our restaurants always open on Thursdays. With this in mind, guests must arrive by 6am on Wednesday morning for a chance to participate in the event. If we have over 100 qualified individuals on-site at 6am on Wednesday morning, the First 100 participants are chosen using a raffle system. The first 100 individuals, whose tickets drawn, are our "First 100" participants. We then draw 10 additional tickets for the individuals who will serve as our alternates should a participant be disqualified or drop out for any reason.

After our "First 100" and ten alternates have been selected, each individual then completes our registration process that includes signing a copy of our rules and waiver form and receiving a wristband. The wristbands identify our registered participants from those who have not registered. Anyone who has not registered is not allowed on the property. Without a wristband, these individuals can be quickly identified by a member of our staff and are promptly asked to leave. This helps to protect the safety of our participants. Upon completion of registration, participants are then given a designated parking space to set-up their camp chairs and tents for the night.

Throughout the day, we will serve breakfast and lunch to the participants in the parking lot. We will serve dinner inside the restaurant. Throughout the afternoon, we will play various games within our blockaded portion of the lot with the participants. The activities will take place each hour and will include activities such as a contained scavenger hunt, four-square, bingo, Minute to Win It type games, and a water balloon toss. The DJ will play music outside at a reasonable volume from 6pm to 10pm. If we need to change the hours that the DJ plays, we can certainly do that.

In the 7 years that we have been running the event, we have never had an incident. We carefully plan each event, taking into consideration the special needs of the local market. If possible, we plan to blockade approximately 25 parking spaces for the event, leaving ample parking for patrons of other retailers the day of the event. We plan to have at least 5 staff members solely devoted to the event in the parking lot at all times. Additionally, we plan to hire off-duty police officers to provide security on the morning of Wednesday, October 31st (12:01 Wednesday thru 7am Wednesday) as well as the evening of Wednesday, October 31st (10pm Wednesday thru 6am Thursday). The event would run from 12:01am on October 31st through 6am on November 1st.

We plan to set-up a 10'x10' event tent in the parking lot that will be hosted by at least one staff member. Our other staff members will be amongst the crowd managing the event. The tent will also house our PA system that will be used to make general announcements to the participants and help ensure strong communication for a smooth event.

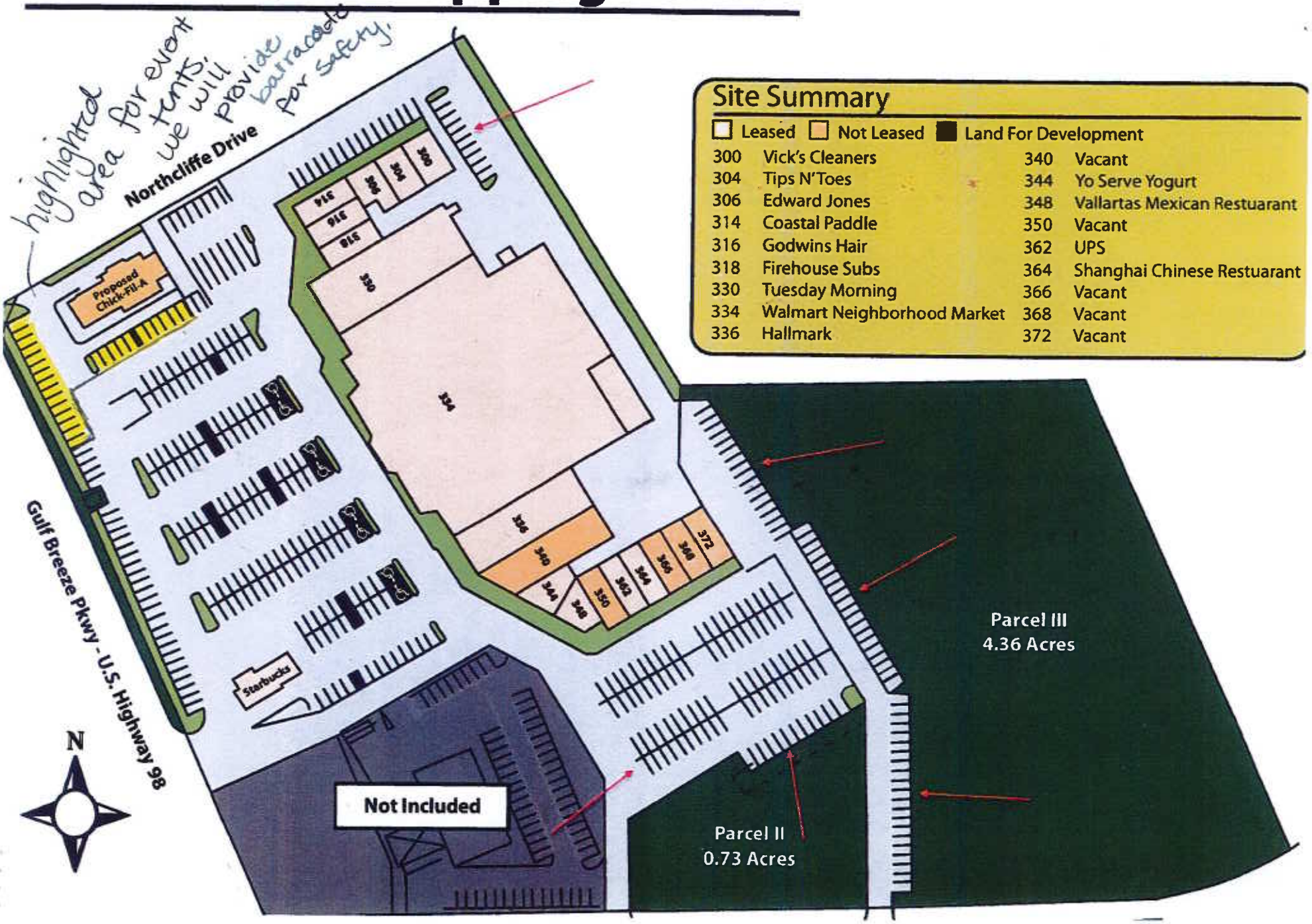
Sanitary facilities will be available inside of our restaurant. The restaurant will be staffed and unlocked for the entire duration of the event so that restrooms are available to participants at all times.

Thank you so much for your time and consideration of our "First 100" promotion. Please feel free to contact me with any questions.

Sincerely,

Brittany Roberts

Gulf Breeze Shopping Center



Site Summary

☐ Leased ☐ Not Leased ■ Land For Development

300	Vick's Cleaners	340	Vacant
304	Tips N'Toes	344	Yo Serve Yogurt
306	Edward Jones	348	Vallartas Mexican Restuarant
314	Coastal Paddle	350	Vacant
316	Godwins Hair	362	UPS
318	Firehouse Subs	364	Shanghai Chinese Restuarant
330	Tuesday Morning	366	Vacant
334	Walmart Neighborhood Market	368	Vacant
336	Hallmark	372	Vacant

City of Gulf Breeze

MEMORANDUM

TO: **Edwin A. Eddy, City Manager**

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

DATE: **October 22, 2012**

RE: **Daniel Drive Street Signs at Highway 98**

A resident has brought to our attention that intersection of Daniel Drive and Highway 98 has not signs to indicate Daniel Drive as the cross street. Attached are pictures to show what was installed at Fairpoint/Northcliff intersection with Highway 98.

The attachment of signs for this set of mast arms is unique. Because of the bend in Highway 98 and the angle of the Daniel Drive intersection, the mast arms are not perpendicular to the road way. In order to make the signs perpendicular, a special bracket to adjust the angle is required.

RECOMMENDATION: City Council approve the Ingram Signalization to install the Daniel Drive street signs on the Highway 98 mast arms at a cost of $1,800.

City of Gulf Breeze

Fwd: quote

Thomas Lambert <tlambert@gulfbreezefl.gov> Mon, Oct 22, 20
To: Thomas Lambert <tlambert@ci.gulf-breeze.fl.us>

--------- Forwarded message ---------
From: **Russell White** <russell7170@gmail.com>
Date: Tue, Aug 21, 2012 at 5:00 PM
Subject: Re: quote
To: Harrold Hatcher <hhatcher@gulfbreezefl.gov>

Harrold ,
It will cost $1800 for the signs and installation
at Daniel Dr.
This price includes 4- 18 x 60 inch signs ,
4- mast arm brackets with double sided
hangers. Also includes a quality installation !
If you have any questions please let
me know !
Russell

Sent from my iPhone

On Aug 21, 2012, at 10:27 AM, Harrold Hatcher <hhatcher@gulfbreezefl.gov> wrote:

10-4

On Tue, Aug 21, 2012 at 9:26 AM, Russell White <russell7170@gmail.com> wrote:
All four say Daniel dr

Sent from my iPhone

On Aug 21, 2012, at 9:18 AM, Harrold Hatcher <hhatcher@gulfbreezefl.gov> wrote:

What I got from Joel is 18" X 60"

On Tue, Aug 21, 2012 at 9:14 AM, Russell White <russell7170@gmail.com> wrote:
No it's fine I'll quote it for ya ! I need the
Sign size again please ! I remember 60 inch
but that's all !

Sent from my iPhone

On Aug 21, 2012, at 9:08 AM, Harrold Hatcher <hhatcher@gulfbreezefl.gov> wrote:

We can if you prefer us to. Let me know.

On Tue, Aug 21, 2012 at 8:50 AM, Russell White <russell7170@gmail.com> wrote:
Yes sir, I'll have it to u today! Tony found
the bracket and is pricing it this am ! Y'all are getting the
signs from Gulf Coast correct?
Russell

Sent from my iPhone

On Aug 21, 2012, at 7:41 AM, Harrold Hatcher <hhatcher@gulfbreezefl.gov> wrote:

Russell, Any luck? If not, could you use 2 single sided brackets? Thanks,
Harrold

On Tue, Aug 14, 2012 at 10:46 AM, Harrold Hatcher <hhatcher@gulfbreezefl.gov> wrote:
Hey Russell,

Just checking to see if you have developed a quote for the Daniel Drive sign project?

Harrold

--
Harrold G. Hatcher, CPII, CGP
City of Gulf Breeze
Public Services Compliance Officer
hhatcher@gulfbreezefl.gov
1070 Shoreline Drive
Gulf Breeze, FL. 32561
tel: 850-934-5136
fax: 850-934-5114
mobile: 850-232-9701

FAIRPOINT DR

City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Craig S. Carmichael, Director of Community Services

DATE: October 23, 2012

SUBJECT: Notice of Appeal for a Beverage Certificate of Compliance for the Naillounge, 217 Gulf Breeze Parkway

Attached, please find a copy of a Notice of Appeal for a Beverage Certificate of Compliance made by the Naillounge. The Naillounge submitted an application to obtain a Beverage Certificate of Compliance on October 2, 2012 for 217 Gulf Breeze Parkway. Staff reviewed the application and determined that it did not qualify because the location did not meet the minimum distance requirements from a church or school. Staff issued a letter the same day denying the request. Per Section 3-3(c) of the City's Code of Ordinances (Code), any person aggrieved by the City's decision can appeal to the City Council. We received the Naillounge's Notice of Appeal on October 12, 2012. Pursuant to Section 3-3(d) the City Council shall consider the appeal at a city council meeting. Staff recommends that the City Council set a hearing date for November 5, 2012.

Staff declined to issue a Certificate of Compliance based on the following:

Section 3-4(a) of the Code stipulates that "a certificate of compliance as required in section 3-3 shall not be issued for any business or establishment that desires to sell or serve alcoholic beverages in the city if the location of such business or establishment is within 2,500 feet of any existing church or public school unless, in the case of a church, the governing body of such church consents in writing to the issuance of a certificate of compliance. The distances set forth in this section shall be determined by measuring from the closest point on the property line of the grounds upon which the business or establishment is located to the closest point on the property line of the grounds upon which the church or school is located."

In this instance the proposed location is within 2,500 feet of the following churches or schools. Staff obtained these measurements from Santa Rosa County's GoMAPS GIS webpage.

(850) 934-5100 • FAX (850) 934-5114
POST OFFICE BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640
WWW.CITYOFGULFBREEZE.COM

Gulf Breeze United Methodist Church	≈ 519 feet
Gulf Breeze Elementary School	≈ 773 feet
Brownsville Assembly of God	≈ 817 feet
Gulf Breeze Presbyterian Church	≈ 1,587 feet
St Ann's Parrish	≈ 1,990 feet
Gulf Breeze Middle School	≈ 2,066 feet
Gulf Breeze High School	≈ 2,291 feet

Cyan Shaded Area **Indicates 2,500 Radius from the Dolphin Square Property Lines**

The Notice of Appeal indicates that they made contact with Santa Rosa County concerning this particular location and they were told it would be "no problem." Staff thinks this is a plausible statement; however, the applicant failed to contact the City as our beverage regulations are separate from Santa Rosa County.

Additionally, in the Notice of Appeal, Mrs. Tran indicates that they spoke with the Division of Alcoholic Beverages and Tobacco (ABT) and ABT indicated that as long as they were providing the alcoholic beverages free of charge, they did not need a license. It is staff's opinion that regardless of whether ABT issues a license, a City issued certificate of compliance is still required. Our Code does not address the issue of complementary beverages. Section 3-4(a) of the Code stipulates that they cannot be sold or served within 2,500 feet of any existing

church or public school, and giving the beverages away free of charge still constitutes serving.

RECOMMENDATION: **That the City Council schedule a hearing on November 5, 2012 for the purpose of hearing the Naillonge's Notice of Appeal for the Beverage Certificate of Compliance denied on October 12, 2012.**

CSC
Attachment

October 11, 2012

RECEIVED
OCT 12 2012
BY:

Jenny Tran
Gulf Breeze Naillounge, Inc.
217 Gulf Breeze Pkwy.
Gulf Breeze, FL 32561

City Council
City of Gulf Breeze
1070 Shoreline Dr.
Gulf Breeze, FL 32562

RE: Notice of Appeal for Beverage Certificate of Compliance

Dear City Council Members,

We receive your letter denying our application for Beverage Certificate of Compliance for Naillounge located on 217 Gulf Breeze Pkwy. Gulf Breeze, FL 32561. Please allow this letter to acknowledge our intent to appeal the decision made by the City.

Before our development group performed our site acquisition, we contact Santa Rosa County regarding their beverage/alcohol ordinances. We were informed that we will have no problem with the location we select because Santa Rosa County doesn't have any ordinance regulating distance separation from church or school (see Exhibit A & B attached). Additionally, the ordinances are for hotel/motel and restaurant establishments only, where our nail salon establishment is neither one of the classification. Furthermore, we were told that Gulf Breeze is no longer a "dry" city anymore, and our business venture will be best suited in that location.

Nail salon is classified as beauty establishment. We cannot fall under restaurant, SRX, or 4COP licensing. We are not a restaurant, bar, or grocery/convenient store as defined by the Department of Tobacco and Alcohol. Mr. Wade with the Department of Tobacco and Alcohol informs us that as long as we don't "sell" alcohol in our establishment, our salon doesn't need State licensing and it is alright for us to serve our patrons. This is evident in our Pensacola location locally. We have 2 other locations in south Florida; one in Weston, FL and the other in Fort Lauderdale, FL.

We pioneer a new concept in the nail/beauty industry by offering luxury nail services at an affordable price. Our nail salons are built upscale, offering impeccable services, to please the women of today. Ninety-five percent (95%) of our customers are women 25 years of age or older, and to reflect our

core values of our company, we want women to feel pamper, relax, and beautiful when they leave our salon. Offering wine to our customers is one part in achieving our core values.

I hope Council Members of City of Gulf Breeze will vote in favor of our position and grant us the Beverage Certificate of Compliance, realizing that we are not "bar" where 51% of our sales is from alcohol. We are here because of the core values of our company and to offer professional nail services to the community of Gulf Breeze as we have done in Weston, Ft. Lauderdale, and Pensacola.

Sincerely,

Jenny Tran, President

Enclosure: Exhibit A, Exhibit B

		Navarre Overlay District, revising the use of restricted paint colors within the Heart of Navarre Overlay District, and revising the conditional use criteria for uses within the Heart of Navarre Overlay District.	
2008-04	2/28/2008	Amending the Land Development Code sections 6.07.00 and 6.07.05, revising the Navarre Beach Commercial Core Area and revising the uses permitted within the Navarre Beach Commercial District.	6.07.00 6.07.05
2008-10	4/24/2008	Eliminating the requirement for planting shrubs within perimeter landscaping and parking areas.	7.01.03.1 7.01.03.2 7.01.04
2008-15	5/22/2008	Amending the Land Development Code Section 6.07.00, revising the Navarre Beach Commercial Core area boundaries within the Navarre Beach Commercial District.	6.07.00
2008-25	6/19/2008	Amendintg the Land Development Code Section 4.04.08 amending the established time period to 24 months for the expiration of a commercial Development Order.	4.04.08
2008-29	7/24/2008	An ordinance relating to Santa Rosa County, Florida amending the Land Development Code sections 2.04.00 removing the variance provision for selling alcoholic beverages for on premise consumption within 2500 feet of a church or school; section 7.01.13 amending provision for relocation of an existing licensee with 2500 feet of a church or school.	2.04.00.A 7.01.13.C 7.01.13.E
2008-35	10/23/2008	Amending the Land Development Code; amending articles 2, 6,7,8 and 9 clarifying requirements for the Historic District Zoning category including the addition of minimum maintenance standards and clarifying the role and function of the Bagdad Architectural Advisory Board.	2.12.00 2.12.01 6.05.22 7.01.06.A 7.01.06.C.5 7.01.10.H 8.15.00 8.15.01 8.15.02 8.16.00 8.17.00 8.18.00 8.18.01 8.18.02 8.18.03 9.06.01

Exhibit A

ARTICLE I. - IN GENERAL

Sec. 3-1. - Hours of sale.
Sec. 3-2. - Private security.
Sec. 3-3. - Reserved.
Secs. 3-4—3-20. - Reserved.

Sec. 3-1. - Hours of sale.

(a) Except as otherwise provided in this section, no alcoholic beverages may be sold, consumed, served or permitted to be sold, served or consumed in any place holding an appropriate license under state law within the unincorporated areas of the county between the hours of 12:00 midnight on Saturday night of each week until 7:00 a.m. the following Monday morning. This subsection shall not apply to railroads selling only to passengers for consumption on railroad cars.

(b) It shall be unlawful to sell or purchase or engage in the business of selling or purchasing alcoholic beverages within that portion of Santa Rosa Island lying within the county known as Navarre Beach, between the hours of 2:30 a.m. and 7:00 a.m. of the following day, of each day of the week. Any person selling alcoholic beverages on Navarre Beach for off-premise consumption shall post a notice of the hours that sales and purchases are allowed pursuant to this subsection.

(c) The hours for the sale or purchase of alcoholic beverages which are legal to be sold in the South Santa Rosa County Tourist Development District shall be as follows:

(1) South Santa Rosa Tourist Development District (Navarre Beach), 7:00 a.m. to 2:30 a.m., each day of the week.

(2) South Santa Rosa Tourist Development District (mainland), 7:00 a.m. to 12:00 midnight, Monday through Saturday, 12:00 noon to 12:00 midnight, Sunday.

(Ord. No. 77-1. § 3, 1-27-77; Ord. No. 91-17, §§ 2, 3, 5-15-91; Ord. No. 91-19. § 4, 7-26-91)

State law reference— Local hours for sale of alcohol. F.S. § 562.14.

Sec. 3-2. - Private security.

(a) Any person or business which sells alcoholic beverages for consumption on its premises and experiences six or more responses from a law enforcement agency within a one-year period relating to a: (1) disturbance; (2) traffic infraction; (3) abandoned vehicle; or (4) criminal offense which relates to the activities of the business or its patrons, shall be required to provide private security on the premises during operating hours as specified in this section. A law enforcement response shall qualify if the response is to the premises or within 1,000 feet of the premises.

(b) The private security shall be a security officer licensed pursuant to Chapter 493, Florida Statutes or shall be a duly certified law enforcement officer, pursuant to Florida Statutes.

(c) The requirement of private security shall continue until the establishment experiences two or less responses from law enforcement for a continuous period of 12 months.

(d) If a business is required to provide private security and continues to experience law enforcement responses of six or more within a one-year period, the county or any affected person may seek injunctive relief to close the business by reason of creation of a public nuisance.

(e) The provision of private security shall be from 6:00 p.m. until close of business. If law enforcement responses have occurred prior to 6:00 p.m., private security may be required during the time period of such occurrences, upon the recommendation of the county sheriff's department.

(Ord. No. 96-05. §§ 1—4, 2-22-96: Ord. No. 97-02. §§ 1—5. 2-27-97: Ord. No. 2000-04. § 1, 4-13-00)

Sec. 3-3. - Reserved.

Editor's note—

Ord. No. 91-24, adopted August 22, 1991, repealed § 3-3 in its entirety. Formerly, § 3-3 pertained to distance requirements from churches and schools for vendors selling alcoholic beverages for on-premises consumption as enacted by Ord. No. 89-04, §§ 1—8, adopted March 9, 1989. The users attention is directed to App. C of this Code for similar provisions.

Secs. 3-4—3-20. - Reserved.

Exihibit B

City of Gulf Breeze

DATE: October 23, 2012

TO: Edwin A. Eddy, City Manager

FROM: Vernon L. Prather, Director of Public Services V.P.

RE: CNG Vehicle Purchase

In keeping with Council's desire to purchase CNG vehicles, we are recommending the purchase of four additional units.

The Natural Gas F/Y 2013 Budget provides $64,200 for the purchase of vehicles The Ford 250 will replace a 2001 Dodge unit #29 with 99,000miles. The Fusion is intended to replace the Crown Vic currently being used for city business as well as Natural Gas sales calls.

The total cost of $64,859 is $659 more than the budgeted amount of $64,200 and will be recovered in cost savings from other areas. In addition to providing cost savings for transportation and utility work, they will serve as excellent examples to future CNG customers as to what is available.

The previous F/Y 2012 SSRUS Budget provided $100,000 for vehicle purchase which is still available. We propose to purchase the same two vehicles from this fund. We are submitting this directly to City Council in order to take advantage of this model's year pricing and avoid the price increase.

The Ford 250 truck will replace a 2000 Dodge 2500, unit #117 with 160,000 miles. The Ford Fusion will be used for administration transportation. The Vehicle purchase cost is the same as above $64,200.

In order to streamline this process, we reviewed existing contracts or municipal bids for CNG vehicles. The bids listed below represent qualified vendors and we propose the following purchases.

Hub City Ford, State of Florida Contract #071-000-12-1: 2012 Ford F250 Super Cab CNG only with options as listed: $38,169.00 each

Hub City Ford, City of Pensacola Bid #12-019: 2013 Ford Fusion Bi-Fuel CNG with options as listed: $26,690.00 each

Recommendation: City Council authorize the purchase of (2) Ford F250 Super Cab CNG truck (State of Florida Contract #071-000-12-1) for $76,338 and (2) Ford Fusion Bi-Fuel CNG (City of Pensacola Bid #12-019) for $53,380.00 from Hub City Ford. The total cost for vehicles is $129,718.

Fleet Department
windrow1@windrowfleetsales.com

Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

9/25/2012

HARROLD HATCHER
CITY OF GULF BREEZE
850-934-5136
850-934-5114
HHATCHER@CIGULF-BREEZE.FL.NOS

STATE TERM
CONTRACT # 071-000-12-1

Exterior Vehicle Color		Emergency Lighting:	[redacted]	Driver side	Passenger side
Interior Vehicle Color		Color	Lights		
Seat Type		Color	Lenses		

COMMODITY CODE	071-511-102		MSRP	12% discount	Total
Base Price	2012 F250 XL 4X2 SUBER CAB 158" WHEELBASE (X2A)				$19,529.00
X3E	3.73 LIMITED SLIP		390		$343.20
TBM	LT245/75Rx17E BSW A/T (5)		125		$110.00
96V	XL VALUE PACK		595		$523.60
90L	POWER WINDOW& LOCKS		895		$787.60
471	CAMPER PACKAGE		160		$140.80
98F	CNG/LPG-FUEL CAPABLE		315		$277.20
52B	TRAILER BRAKE CONROLLER		230		$202.40
18B	6" RUNNING BOARD		370		$325.60
85G	TAILGATE STEP & HANDLE W/TAILGATE		375		$330.00
85S	SPRAY-IN BEDLINER		450		~~$396.00~~
76R	REVERSE VEHICLE AID SENSOR		245		$215.60
76V	REAR-VIEW CAMERA		470		~~$413.60~~
66S	UPFITTER SWITCHES		125		$110.00
585	RADIO AM/FM/SINGLE-CD/MPS PLAYER	1NC			INC
91M	SYNC		395		$347.60
62D	STEERING WHEEL AUDIO CONTROLS		70		$61.60
525	CRUISE CONTROL (LPO)	INC			INC
942	DAYTIME RUNNING LAMPS		45		$39.60
51X	SPARE TIRE/WHEEL		-85		-$74.80
17F	XL DÉCOR GROUP	INC			
	Base vehicle to include at No Charge				
996	6.2L V-8 ENG				I/C
44P	6-SPD AUTO TRAN				I/C
512	SPARE TIRE/WHEEL				I/C
	AFTERMARKET OPTIONS				
	DEDICATED CNG 20 GGE FUEL CAPACITY UNDER BODY				$14,900.00
	CREW CAB Add $2399.00				
					$38,978.60

$38,169

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell
850-398-6827 FAX

All vehicles will be ordered **WHITE** unless agency chooses a different color.
Please return quote along with purchase order.

We Appriecate your interest in the 2011/2012 State of Florida Motor Vehicle Contract

4060 South Ferdon Blvd., Crestview, FL 32536

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BOULEVARD

CRESTIVE , Florida, 32536
Phone: 850-398-6810

Selected Options

2012 Ford F-250

4x2 SD Super Cab 8' box 158" WB SRW XL (X2A)

Vehicle Snapshot

Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel
Transmission: TorqShift 6-Speed Automatic O/D
Rear Axle Ratio: Electronic Locking w/3.73
GVWR: 10,000 lb Payload Package

Code	Description	Class	MSRP
X2A	**Base Vehicle Price (X2A)**	STD	31,385.00
Packages			
600A	**Order Code 600A** *(996) Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel; (44P) Transmission: TorqShift 6-Speed Automatic O/D : Includes SelectShift.; (X37) 3.73 Axle Ratio; (STDGV) GVWR: 10,000 lb Payload Package; (TBK) Tires: LT245/75Rx17E BSW A/S (5); (64A) Wheels: 17" Argent Painted Steel : Includes painted hub covers/center ornaments.; (A) Heavy Duty Vinyl 40/20/40 Split Bench Seat : Includes center armrest, cupholder and storage.; (587) Radio: AM/FM Stereo w/Digital Clock : Includes 2-speakers.*	OPT	N/C
Powertrain			
996	**Engine: 6.2L 2-Valve SOHC EFI NA V8 Flex-Fuel** *Torque: 405 ft.lbs. @ 4500 rpm.*	INC	Included
44P	**Transmission: TorqShift 6-Speed Automatic O/D** *Includes SelectShift.*	INC	Included
X3E	**Electronic Locking w/3.73 Axle Ratio**	OPT	390.00
STDGV	**GVWR: 10,000 lb Payload Package**	INC	Included
Wheels & Tires			
TBM	**Tires: LT245/75Rx17E BSW A/T (5)**	OPT	125.00
64A	**Wheels: 17" Argent Painted Steel** *Includes painted hub covers/center ornaments.*	INC	Included
Seats & Seat Trim			
A	**Heavy Duty Vinyl 40/20/40 Split Bench Seat** *Includes center armrest, cupholder and storage.*	INC	Included

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 9/1/2012

Code	Description	Class	MSRP
Other Options			
158WB	**158" Wheelbase**	STD	N/C
96V	**XL Value Package** *(585) Radio: AM/FM Stereo/Single-CD/MP3 Player : Includes MyKey, auxiliary audio input jack, digital clock and 4-speakers.; Cruise Control; XL Decor Group*	OPT	595.00
90L	**Power Equipment Group** *Accessory Delay; Power Locks; Remote Keyless Entry; Perimeter Anti-Theft Alarm; Power Front Side Windows : Includes 1-touch down driver's side window.; Manual Telescoping Trailer-Tow Mirrors : Includes power heated glass, heated convex spotter mirror and integrated clearance lamps/turn signals. Deletes passenger-side lock cylinder. Includes upgraded door-trim panel.*	OPT	895.00
471	**Camper Package** *Rear Stabilizer Bar. Includes extra heavy service front springs (2 up upgrade above the spring computer selected as a consequence of options chosen. Not included if maximum springs have been computer selected as standard equipment), slide-in camper certification and rear auxiliary springs. NOTE: Salesperson's Source Book or Ford RV Trailer Towing Guide should be consulted for specific trailer towing or camper limits and corresponding required equipment, axle ratios and model availability.*	OPT	160.00
98F	**CNG/LPG-Fuel Capable Engine** *Includes hardened engine intake valves, valve seats and bi-fuel manifold. NOTE: This package does not include CNG/LPG-fuel tanks, lines etc. Vehicle will be equipped with the standard factory gasoline fuel system. Additional equipment combined with certified calibration reflash is required, from an external upfitter, to convert the vehicle to a CNG/LPG-fueled vehicle. Ford Motor Company does not provide an exhaust or evaporative emissions certification with this option when converted to use CNG or LPG-fuel. Ford does not represent that a vehicle converted to use CNG or LPG will comply with all applicable U.S. or Canadian safety standards. It is the responsibility of the final stage manufacturer (body-builder, installer, alterer or subsequent stage manufacturer) to determine that any vehicle converted to use CNG or LPG complies with U.S. Federal, California or Canadian exhaust evaporative emissions requirements, Federal fuel economy standards, U.S. and Canadian safety standards, labeling and any other requirements.*	OPT	315.00
52B	**Trailer Brake Controller** *Compatible with select electric over hydraulic brakes.*	OPT	230.00
18B	**6" Angular Black Molded-in-Color Running Boards**	OPT	370.00
85G	**Tailgate Step & Handle w/TailGate Assist**	OPT	375.00
85S	**ToughBed Spray-In Bedliner** *Includes tailgate-guard, black box bed tie-down hooks and black bed attachment bolts.*	OPT	450.00
PAINT	**Monotone Paint Application**	STD	N/C
76R	**Reverse Vehicle Aid Sensor (Fleet)**	OPT	245.00
76V	**Rear-View Camera (Fleet)** *Electrochromic Mirror w/Video*	OPT	470.00
66S	**Upfitter Switches (4)** *Located on instrument panel.*	OPT	125.00
585	**Radio: AM/FM Stereo/Single-CD/MP3 Player** *Includes MyKey, auxiliary audio input jack, digital clock and 4-speakers.*	INC	Included
91M	**SYNC w/USB Port & AppLink (LPO) (Fleet)**	OPT	395.00

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Reference CT05208032 9/1/2012

Selected Options Continued

Prepared By: Administrator
Dealership: HUB CITY FORD

Code	Description	Class	MSRP
62D	**Steering Wheel Audio Controls**	OPT	70.00
Fleet Options			
525	**Cruise Control (LPO)**	INC	Included
942	**Daytime Running Lamps (LPO)**	OPT	45.00
51X	**Spare Tire, Jack & Frame Carrier Delete (LPO)**	OPT	(85.00)
17F	**XL Decor Group** *Chrome Front Bumper; Chrome Rear Step Bumper; Bright Chrome Hub Covers & Center Ornaments*	INC	Included
Interior Colors For : Primary w/XL			
AS	**Steel**	OPT	N/C
Primary Colors For : Primary w/XL			
Z1	**Oxford White**	OPT	N/C

Vehicle Subtotal	**$36,555.00**
Destination	**$995.00**
Vehicle Subtotal (including Destination)	**$37,550.00**

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 9/1/2012

Fleet Department
windrow1@windrowfleetsales.com

HUB City Ford

Phone: (800) 972-3673
Office: (850) 398-6810
Cell: (850) 393-4723
Fax: (850) 398-6827

9/25/2012

HARROLD HATCHER
CITY OF GULF BREEZE
850-934-5136
580-934-5114

10-18-0907

Exterior Vehicle Color		Emergency Lighting:		Driver side	Passenger side
		Color	Lights		
Interior Vehicle Color		Color	Lenses		

		Price
	2013 FORD FUSION (P0G)	$26,690.00
	BI FUELED C N G	
	CITY OF PENSACOLA BID #12-019	
		$26,690.00

Joe Windrow
Fleet Sales Manager
850-398-6810 Office
850-393-4723 Cell

All vehicles will be ordered WHITE unless agency chooses a different color.
Please return quote along with purchase order.

4060 South Ferdon Blvd., Crestview, FL 32536

Prepared For:

Prepared By:
Administrator
HUB CITY FORD
4060 SOUTH FERDON BOULEVARD

CRESTIVE , Florida, 32536
Phone: 850-398-6810

Selected Options

2013 Ford Fusion

4dr FWD Sedan S (P0G)

Vehicle Snapshot

Engine: 2.5L iVCT
Transmission: 6 Speed Automatic w/SelectShift
Rear Axle Ratio: 0.00
GVWR:

Code	Description	Class
P0G	**Base Vehicle Price (P0G)**	STD
Packages		
100A	**Equipment Group 100A** *(997) Engine: 2.5L iVCT; (44W) Transmission: 6 Speed Automatic w/SelectShift; (STDTR) Tires: P215/60HR16 BSW; (STDWL) Wheels: 16" Steel; (A) Cloth Front Bucket Seats : Includes 4-way manual driver seat and 2-way manual passenger seat.; (STDRD) Radio: AM/FM Stereo w/MP3/CD Player : Includes 4 speakers and audio input jack.*	OPT
Powertrain		
997	**Engine: 2.5L iVCT** *Torque: 170 ft.lbs. @ 4500 rpm.*	INC
44W	**Transmission: 6 Speed Automatic w/SelectShift**	INC
Wheels & Tires		
STDTR	**Tires: P215/60HR16 BSW**	INC
STDWL	**Wheels: 16" Steel**	INC
Seats & Seat Trim		
A	**Cloth Front Bucket Seats** *Includes 4-way manual driver seat and 2-way manual passenger seat.*	INC
Other Options		
PAINT	**Monotone Paint Application**	STD
STDRD	**Radio: AM/FM Stereo w/MP3/CD Player** *Includes 4 speakers and audio input jack.*	INC

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 8/1/2012

Selected Options Continued

Prepared By: Administrator
Dealership: HUB CITY FORD

Code	Description	Class
153	**Front License Plate Bracket** *Standard in states where required by law.*	OPT
PIO		
55M	**All-Weather Floor Mats**	OPT
Interior Colors For : Primary w/S		
AE	**Earth**	OPT
Primary Colors For : Primary w/S		
YZ	**Oxford White**	OPT

Vehicle Subtotal

Destination

Vehicle Subtotal (including Destination)

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 8/1/2012

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BOULEVARD

CRESTIVE , Florida, 32536
Phone: 850-398-6810

Dimensions & Capacities

2013 Ford Fusion

4dr FWD Sedan S (P0G)

Description	Value
Dimensions and Capacities	
Output	168 hp @ 6,000 rpm
Torque	170 lb.-ft. @ 4,500 rpm
1st gear ratio	4.580
2nd gear ratio	2.960
3rd gear ratio	1.910
4th gear ratio	1.450
5th gear ratio	1.000
6th gear ratio	0.750
Reverse gear ratio	2.940
Curb weight	3,427 lbs.
Towing capacity	1,000 lbs.
Front legroom	44.3 "
Rear legroom	38.3 "
Front headroom	39.2 "
Rear headroom	37.8 "
Front hiproom	55.0 "
Rear hiproom	54.4 "
Front shoulder room	57.8 "
Rear shoulder room	56.9 "
Passenger area volume	102.8 cu.ft.
Length	191.7 "
Body width	72.9 "
Body height	58.1 "
Wheelbase	112.2 "
Front tread	62.7 "
Rear tread	62.4 "
Turning radius	18.8 '
Fuel tank	16.5 gal.
Interior cargo volume	16.0 cu.ft.
Interior maximum cargo volume	16.0 cu.ft.

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 8/1/2012

Prepared For:

Prepared By:

Administrator
HUB CITY FORD
4060 SOUTH FERDON BOULEVARD

CRESTIVE , Florida, 32536
Phone: 850-398-6810

Warranty

2013 Ford Fusion

4dr FWD Sedan S (P0G)

Description	Months/Distance
Basic	36 month/36,000 miles
Powertrain	60 month/60,000 miles
Corrosion Perforation	60 month/unlimited mileage
Roadside Assistance	60 month/60,000 miles

Prices and content availability as shown, are subject to change and should be treated as estimates only. Actual base vehicle, package and option pricing may vary from this estimate because of special local pricing, availability or pricing adjustments not reflected in the dealer's computer system. See salesperson for the most current information.
Reference CT05208032 8/1/2012

City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: David J. Szymanski, Assistant City Manager

DATE: October 23, 2012

SUBJECT: Adoption of Resolution for FY2013 Tourist Development Council Budget

On September 18, 2012, the City Council adopted Resolution 17-12 setting the City of Gulf Breeze Budget for FY2013. In the overall budget resolution, the Tourist Development Council budget was included. The State of Florida requires all TDC budgets to be approved separately by resolution. Here is a breakdown of the current TDC budget:

REVENUE:

	Estimate TDC Funds Collected within the Gulf Breeze City Limits	$25,000
EXPENDITURES:	Annual Arts Festival	$ 5,000
	Chamber Support	$ 6,000
	Miscellaneous Tourist Development	$ 14,000
		$ 25,000

Enclosed is Resolution No.22-12

RECOMMENDATION: The City Council adopt Resolution 22-12 approving the FY2013 Tourist Development Council budget.

(850) 934-5100 • FAX (850) 934-5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

RESOLUTION NO.22-12
A RESOLUTION OF THE CITY OF GULF BREEZE APPROVING A PLAN FOR GULF BREEZE TOURIST DEVELOPMENT EXPENDITURES FOR FISCAL YEAR 2013

WHEREAS, Santa Rosa County has established a Tourist Development Council (TDC) in accordance with Florida Statute 125.0014; and

WHEREAS, the TDC is charged with the responsibility of developing a "Tourist Development Plan" for Santa Rosa County; and

WHEREAS, the TDC for Santa Rosa County has determined that the City Council of the City of Gulf Breeze can best allocate funds for Tourist Development for the City of Gulf Breeze as tourists travel through the community while headed elsewhere; and

WHEREAS, the City Council of the City of Gulf Breeze has determined that it should develop a tourist development plan for expenditures of TDC funds generated within its local community in conjunction with local hotel and citizen interests; and

WHEREAS, the City Council hereby approved a plan for expenditure for Fiscal Year 2013 and desires the TDC to continue to provide funds for this plan via the existing interlocal agreement.

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City Of Gulf Breeze, Florida, in Regular Session as follows:

The City Council hereby approves the attached plan for expenditures to be made with TDC funds for Fiscal Year 2013 for the City of Gulf Breeze. The Santa Rosa County Tourist Development is hereby requested to provide funding for this plan from those tourist development funds generated within the City limits of the City of Gulf Breeze.

PASSED AND ADOPTED by the City Council of the City of Gulf Breeze, Santa Rosa County, Florida on the _____ day of_____2012.

CITY OF GULF BREEZE

BY: _____
Mayor Beverly H. Zimmern

ATTESTED

BY:_____
City Clerk, M. Rhodes

CITY OF GULF BREEZE
TOURIST DEVELOPMENT PLAN
OCTOBER 2012 THROUGH SEPTEMBER 2013

GOAL: To further tourism in the Gulf Breeze area by promoting the special Family and "small town" atmosphere, the cultural arts and the history of the community.

REVENUE:

	TDC Funds Collected Within the Gulf Breeze City Limits	$25,000
EXPENDITURES:	Annual Arts Festival	$ 5,000
	Chamber Support	$ 6,000
	Miscellaneous Tourist Dewvelopment	$14,000
		$25,000

City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

FROM: David J. Szymanski, Assistant City Manager

DATE: October 24, 2012

SUBJECT: Adoption of Resolution #23-12 for FY2013 CRA Budget

On September 18, 2012, in the overall City budget resolution # 17-12, the Community Redevelopment Agency budget was included. The Florida State Auditor General requires all CRA budgets to be approved separately by resolution of the CRA Board. Here is a breakdown of the current CRA budget:

REVENUE:	
County Contribution	$ 573,363
Gulf Breeze City Contribution	$ 178,726
Total Revenue	$ 752,089
EXPENDITURES:	
Professional Services ($190,350)	$ 300,000
Flower Bed Maintenance	
& Median Mowing, Fertilizing ($75,000)	
Legal Services ($8,000)	
Annual Christmas Lighting ($19,000)	
Street Sweeping ($7,650)	
Street lighting	$ 47,300
Utilities	$ 35,000
Memberships & Ads, Operating Expenses	$ 7,100
Team Santa Rosa ($5,000)	
FRA & State Memberships ($2,100)	
Capital Improvements	$ 168,952
Cost Allocation Transfers	$ 193,737
Police Services ($150,136)	
Median Maintenance supplement ($10,668)	
CRA Administration Fee ($ 23,707)	
Total Expense	$ 752,089

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It is also important to note that the CRA fund has a balance of 1,118,297

Enclosed is Resolution No. 23-12.

RECOMMENDATION: The City Council meet as the CRA Board of Directors on November 5, 2012 and adopt Resolution No. 23-12 approving the FY2013 Community Redevelopment Agency budget.

RESOLUTION NO. 23-12

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY BOARD APPROVING A PLAN FOR GULF BREEZE COMMUNITY REDEVELOPMENT AGENCY EXPENDITURES FOR FISCAL YEAR 2013.

The Community Redevelopment Agency Board does hereby approve the following plan for expenditures to be made with CRA funds for Fiscal Year 2013.

Community Redevelopment Agency Budget
October, 2012 through September, 2013

REVENUE:	
County Contribution	$ 573,363
Gulf Breeze City Contribution	$ 178,726
Total Revenue	$ 752,089
EXPENDITURES:	
Professional Services ($190,350)	$ 300,000
Flower Bed Maintenance	
& Median Mowing ($75,000)	
Legal Services ($8,000)	
Annual Christmas Lighting ($19,000)	
Street Sweeping ($7,650)	
Street lighting	$ 47,300
Utilities	$ 35,000
Memberships & Ads	$ 7,100
Team Santa Rosa ($5,000)	
FRA & State Memberships ($2,100)	
Capital Improvements	$ 168,952
Cost Allocation Transfers	$ 193,737
Police Services ($150,136)	
Median Maintenance supplement ($10,668)	
CRA Administration Fee ($ 23,707)	
Total Expense	$ 752,089

PASSED AND ADOPTED by the Community Redevelopment Board of the City of Gulf Breeze, Santa Rosa County, Florida, on the _____ day of, _____2012.

Community Redevelopment Board

_____
Beverly H. Zimmern, Mayor

ATTEST:

_____
City Clerk

City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

FROM: Craig S. Carmichael, Director of Community Services

DATE: October 25, 2012

SUBJECT: Nextel Lease

In 2005 Nextel merged with Sprint. Since that time they have been running two separate wireless networks: CDMA (Sprint) and IDEN (Nextel). They have been slowly phasing out the IDEN network and as a result, they contacted us last month regarding termination of the lease agreement for the Nextel Site which is located at the elevated water tank located behind the fire station (Fairpoint Tank). The lease still has four years left on it, which equates to approximately $100,800. In lieu of paying out the remainder of the lease, Sprint has offered to give the City the composite concrete building along with the associated equipment (ice bridge, wave guides, coax cables and etc).

Staff feels that this is a reasonable offer as we could utilize the equipment shelter to house the City's public safety communications equipment. Currently this equipment is housed in the rear of the old fire station. At some point in the future, the old firehouse will have come down and the City will have to make arrangements to house the equipment.

Staff had the local Motorola dealer, CES Team One Communications, Inc., evaluate and provide an estimate on the value of the shelter along with the associated equipment. They estimated that the City could reutilize all the equipment with the exception of the antennas which are installed on the top of the tank. The antennas are for a frequency range that the City does not use. The estimated value of the shelter and the associated equipment is approximately $100,000.

RECOMMENDATION: ***THAT THE CITY COUNCIL AUTHORIZE THE TERMINATION OF THE NEXTEL LEASE AT THE FAIRPOINT TANK AND ACCEPT THE COMPOSITE CONCRETE SHELTER ALONG WITH THE ASSOCIATED EQUIPMENT (ICE BRIDGE, WAVE GUIDES, COAX CABLES AND ETC.) IN LIEU OF THE REMAINING LEASE PAYMENTS (≈ $100,800).***

(850) 934-5100 • FAX (850) 934-5114
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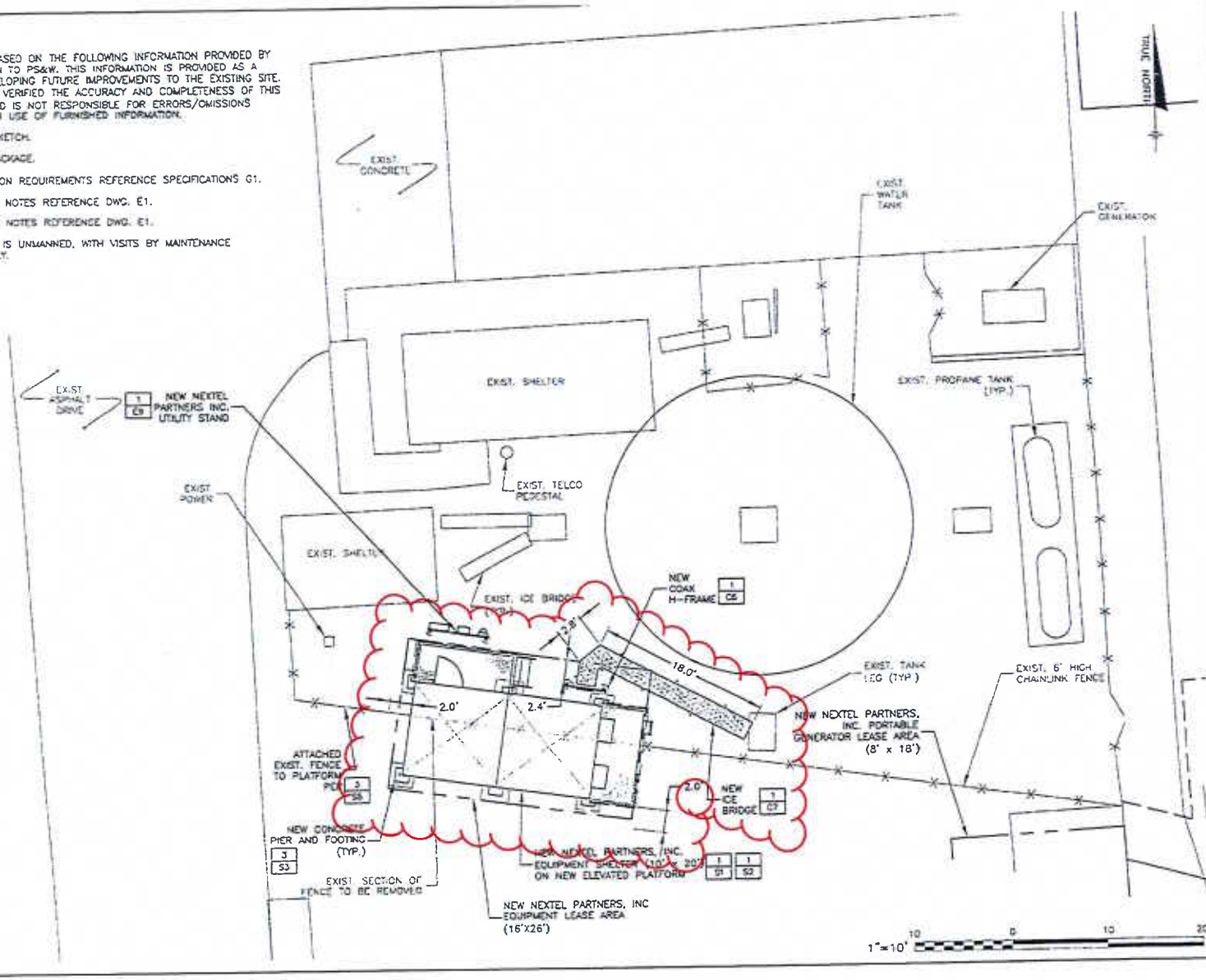
WWW.CITYOFGULFBREEZE.COM

NOTES:

1. THIS PLAN IS BASED ON THE FOLLOWING INFORMATION PROVIDED BY SITE ACQUISITION TO PS&W. THIS INFORMATION IS PROVIDED AS A BASIS FOR DEVELOPING FUTURE IMPROVEMENTS TO THE EXISTING SITE. PS&W HAS NOT VERIFIED THE ACCURACY AND COMPLETENESS OF THIS INFORMATION AND IS NOT RESPONSIBLE FOR ERRORS/OMISSIONS RESULTING FROM USE OF FURNISHED INFORMATION.
   A. SITE WALK SKETCH.
   B. SITE DATA PACKAGE.
2. FOR SPECIFICATION REQUIREMENTS REFERENCE SPECIFICATIONS G1.
3. FOR ELECTRICAL NOTES REFERENCE DWG. E1.
4. FOR GROUNDING NOTES REFERENCE DWG. E1.
5. PROPOSED SITE IS UNMANNED, WITH VISITS BY MAINTENANCE PERSONNEL ONLY.



NEXTEL Partners INC

NEXTEL PARTNERS, INC
6506 NORTH DAVIS HWY.
PENSACOLA, FL 32504
PHONE: (850) 857-7777

PREPARED BY

PS&W Engineering, LLC

570 Colonial Park Drive
Suite 310
Roswell, Georgia 30075
Phone (770) 645-5600
Fax (770) 645-5643

REVISIONS

REV	DATE	DESCRIPTION	BY
A	05/15/96	ISSUED FOR REVIEW	PJG
B	06/06/96	ISSUED FOR CONSTRUCTION	PJG
1	06/29/96	REVISED GENERATOR LOCATION	RV
2	12/07/96	REVISED PER COMMENTS	RV
3	12/18/96	REVISED PER COMMENTS	RV

SEAL

IT IS A VIOLATION OF LAW FOR ANY PERSON UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER TO ALTER THIS DOCUMENT, UNLESS EXPLICITLY ADVISED TO BY THE ENGINEER IN WRITING, THE ENGINEER DISCLAIMS ALL LIABILITY ASSOCIATED WITH THE REUSE, ALTERATION OR MODIFICATION OF THE CONTENTS HEREIN.

PROJECT LOCATION

GULF BREEZE PROPER
FL308P/A
313 FAIRPOINT DRIVE
GULF BREEZE, FL 32561
SANTA ROSA COUNTY

DRAWN BY: PJG
CHECKED BY: HC
DATE: 05/15/96
JOB NO.: 2016153

DRAWING DESCRIPTION

DETAIL PLAN

DRAWING NUMBER

C3.2

LEASE TERMINATION AGREEMENT AND GENERAL RELEASE

This LEASE TERMINATION AGREEMENT AND GENERAL RELEASE (the "Agreement") is made as of September 25, 2012, by and between Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners ("Nextel") and City of Gulf Breeze, a Florida municipal corporation ("Owner") with reference to the following facts, understandings and intentions:

RECITALS

A. Owner owns certain property located at 313 Fairpoint Dr, Gulf Breeze, FL ("Owner's Property"). Nextel, as lessee or tenant (or successor in interest to the lessee or tenant), and Owner, as lessor or landlord (or successor in interest to the lessor or landlord), are parties to that Watertank Lease Agreement dated as of October 01, 2006 (the "Lease") whereby Owner leases to Nextel a portion of Owner's Property, as further described in the Lease (the "Site").

B. Nextel uses the Site for a communications facility that, pursuant to the Lease, may include among other things, an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment room or shelter and pad, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas and microwave dishes, batteries and other power sources (possibly including a generator and pad), related fixtures and supporting equipment, and structures therefore (collectively, the "Communications Facility").

C. By letter dated , as permitted by the terms of the Lease, Nextel notified Owner of Nextel's election to terminate the Lease, effective as of October 30, 2012 ("Notice"). Owner acknowledges that Nextel's written Notice was properly given and effective.

D. Nextel and Owner are willing to so terminate the Lease, pursuant to the provisions of this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties agree as follows:

1. Date of Termination; Final Payment.

a. The Lease is hereby canceled and terminated effective at 11:59 p.m. on October 30, 2012 ("Termination Date"). From and after the Termination Date, neither Owner nor Nextel will have any further rights or obligations under the Lease, and Nextel will have no further right or interest with respect to the Site.

b. In full and final payment of any and all sums due or owing by Nextel to Owner under the Lease or otherwise in connection with Owner's Property or the Site, Nextel will make a final payment of Twenty one hundred Dollars ($2100.00), in the same time and manner as rent is currently paid by Nextel, constituting Rent and other charges (if applicable) for the final month of the Lease (from September 30, 2012 through October 30, 2012) (the "Final Payment").

2. Vacation and Surrender of the Site; Site Acceptance.

a. Owner and Nextel have expressly agreed that, on or before the Termination Date, Nextel will vacate and surrender the Site to Owner in its current "AS-IS" condition, except that Nextel will remove from the Site the following (the "Removed Equipment"):

Remove antennas and mounting hardware
Remove Coax Lines and related hardware
Remove grounding equipment above and below grade (include bars, cable and ancillary hardware on tower) or as stipulated in agreement.
Restore gravel on grounds, if disturbed.
Remove exterior cabinets and enclosures (RF and battery), including above ground platforms, stairs and exterior Telco and AC conduits and cable.
Remove coax cable trays, sleepers, wear pads and parapet wall coax support brackets.
Remove all iDEN radio equipment (base radios, ISCs, rectifiers, AC-DC power plants, batteries, racks, controller, DC power, and related support hardware).
Remove generator and fuel storage tanks, including draining and disposal of fluids, and disconnection of electrical and Telco conduits

Nextel will have no further obligation (notwithstanding anything to the contrary contained in the Lease or otherwise) to remove the Communications Facility (all of which will be deemed abandoned by Nextel and accepted by Owner) or otherwise repair or restore the Site or any other portion of Owner's Property.

b. Upon Nextel's vacation of the Site, Owner and Nextel will each execute duplicate originals of the "Site Acceptance and Release" in the form attached hereto as Exhibit A ("Site Acceptance"). Owner's execution of the Site Acceptance will constitute conclusive evidence and proof that Nextel has vacated and surrendered the Site to Owner in the condition required by the Lease and this Agreement, and that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property will be deemed abandoned by Nextel and accepted by Owner, on the terms set forth therein.

3. Voluntary Agreement. The parties have read this Agreement and the releases contained herein and, on advice of counsel, have freely and voluntarily entered into this Agreement with full understanding of its terms.

4. Recitals. The above recitals are an integral and substantive part of this Agreement and are incorporated herein.

5. Attorneys' Fees. If either party commences an action against the other party arising out of or in connection with this Agreement, the prevailing party will be entitled to recover attorneys' fees and expenses from the other.

6. Successors. This Agreement will be binding upon and inure to the benefit of the parties hereto and their respective heirs, successors and assigns.

7. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of which will be deemed to be an original, and all of which taken together will constitute one and the same agreement. The parties agree that their signatures may be delivered by fax or email.

8. Governing Law. The validity, interpretation, construction and performance of this Agreement will be controlled by and construed under the laws of the state in which the Site is located.

IN WITNESS WHEREOF, the parties have executed this Lease Termination Agreement and General Release as of the date and year first above written.

"OWNER"	"NEXTEL"
City of Gulf Breeze, a Florida municipal corporation	Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners
_____	By: _____
_____	Name: _____
_____	Title: _____

Exhibit A

SITE ACCEPTANCE and RELEASE

This SITE ACCEPTANCE and RELEASE is made as of September 25, 2012, by and between Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners ("Nextel") and City of Gulf Breeze, a Florida municipal corporation ("Owner") with reference to the following facts, understandings and intentions:

A. Owner and Nextel are parties to that LEASE TERMINATION AGREEMENT and GENERAL RELEASE dated September 25, 2012 (the "Agreement"), that terminated a Lease for a Site on Owner's Property located at 313 Fairpoint Dr, Gulf Breeze, FL (Nextel Site # FL308P), all terms of which are incorporated herein. Capitalized terms used but not defined herein have the meanings set forth in the Agreement.

B. Nextel used the Site for a communications facility that may have included, among other things, an antenna tower or pole and foundation, utility lines, transmission lines, an air conditioned equipment room or shelter and pad, cable wiring, conduit runs, radios and other electronic equipment, transmitting and receiving antennas and microwave dishes, batteries and other power sources (possibly including a generator and pad), related fixtures and supporting equipment, and structures therefore (collectively, the "Communications Facility").

C. Nextel removed some or all of the Communications Facility, and restored the Site and Owner's Property to the condition required by the Lease and the Agreement, and Nextel vacated and surrendered the Site to Owner. The parties now desire to execute this Site Acceptance and Release, pursuant to the Agreement.

NOW, THEREFORE, in consideration of the foregoing, the provisions set forth below, and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Owner hereby acknowledges that Nextel has restored the Site and Owner's Property to the condition required by the Lease and the Agreement, and Nextel vacated and surrendered the Site to Owner on or before the Termination Date as required by the Agreement. Owner acknowledges that any portion of the Communications Facility (and any other equipment or property) remaining on Owner's Property shall be deemed abandoned by Nextel (collectively, the "Abandoned Property"), and Owner accepts any such Abandoned Property in its present condition "AS-IS", "WHERE-IS" and "WITH ALL FAULTS", and without any representations, warranties, promises, covenants or guaranties whatsoever, express, implied, oral, written, statutory or otherwise (including, without limitation, no warranties of merchantability, marketability, profitability, fitness for a particular purpose or conformity to models or materials), and Owner fully and forever releases Nextel and the Released Parties from all Claims and any and all liability whatsoever in connection therewith, and agrees to indemnify, defend and hold Nextel and the Released Parties harmless from and against all Claims and any and all losses, costs, liabilities, damages, claims, actions and causes of action (including attorneys' fees and court costs) arising out of or relating in any way to any such Abandoned Property.

Executed on _____, 2012

"OWNER"	"NEXTEL"
City of Gulf Breeze, a Florida municipal corporation	Nextel WIP Lease Corp., a Delaware corporation, d/b/a Nextel Partners
By: _____	By: _____
Name: _____	Name: _____
Title: _____	Title: _____

City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

October 23, 2012

To: Edwin Eddy, City Manager

From: Robert Randle, Chief

Re: Duty Holsters

I am requesting to purchase new "Level Three" gun holsters for all of our Police Officers (full time, part time and auxiliary). The gun belt duty holsters that we currently carry are the same holster we have been carrying for twenty years or more. The holster I am requesting to purchase is a "Black Hawk" Level 3 Serpa Holster. This holster is more durable and safer than the holster we currently carry. It is also $30-40 less expensive per holster than the ones we have been purchasing. I have received three quotes from different sources but the least expensive is from the supplier, LA Police Gear. The holsters are priced at $68.00 each. The cost for thirty holsters is $2,040.00. I am requesting that we utilize funds from the Red Light Camera project to purchase these holsters.

RECOMMENDATION: That the City Council approves the purchase for new duty belt gun holsters for the total price of $2,040.00 to be funded from the Red Light Camera Project.

311 Fairpoint Dr • Gulf Breeze, FL 32561 • Phone (850) 934-5121 • Fax (850) 934-5127

Accredited by Commission for Florida Law Enforcement Accreditation

City of Gulf Breeze

MEMORANDUM

TO: **Edwin A. Eddy, City Manager**

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

DATE: **October 12, 2012**

RE: **SSRUS Board Recommendations**

The following recommendations were recommended by the SSRUS Board at their October 8, 2012 meeting.

Interim Tap Fee Policy

The SSRUS Board approved another year for the interim tap fee payment policy. It allows developers to pay 50% of the tap fee for the entire subdivision and the remaining 50% of tap fees to be paid by builders as they pull permits for individual lots.

RECOMMENDATION: SSRUS Board recommends that the City Council approve the interim tap fee payment policy for residential subdivisions as listed above for a period of one (1) year.

Waterford Sound Phase I Reimbursement

The SSRUS Board and City Council allowed a special payment plan for Waterford Sound Phase I. The developer paid the required 50% of tap fees, with the builder paying 75% of the tap fee for individual lots. The overpayment is to be reimbursed to the developer. Since these funds are encumbered in the restricted tap fees, it requires that the SSRUS Board and City Council approve the reimbursement from the restricted funds.

RECOMMENDATION: SSRUS Board recommend to City Council the authorization of payment to Waterford Sound, LLC of $35,100 in tap fee reimbursement from the Restricted Tap Fees.

Waterford Sound Phase II Payment Policy

The developer for Waterford Sound has asked for the same tap fee payment policy for Phase II (A&B). The City would accept an overpayment of tap fees, and annually reimburse the developer

RECOMMENDATION: SSRUS Board recommends to City Council the special impact fee payment agreement for Waterford Sound Subdivision Phase II.

Manhole Repair

Due to the heavy rains over the summer, SSRUS has experienced several manholes with infiltration from high groundwater. This infiltration tends to cause potholes nearby from the loss of soil. To repair several of these manholes, staff investigated two methods, and selected an interior, spray applied liner to prevent the infiltration. The potholes will be repaired with in house resources or a separate small contract for tougher jobs.

RECOMMENDATION: SSRUS Board recommends to City Council award the project to install liners in 6 manholes to Gulf Coast Underground for $10, 670.00.

City of Gulf Breeze

TO: **Edwin A. Eddy, City Manager**

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

DATE: **October 6, 2012**

RE: **Interim Tap Fee Payment Policy**

In August of 2010 the SSRUS Board and City Council approved an interim policy for payment of tap fees for new subdivisions. In October of 2011 the policy was extended for an additional year.

The intent was to encourage completion of current projects that have not been certified. In that first year we saw the completion of two subdivisions, Waterford Sound Phase I and Windward Cove. In the second year, Summerset Phase II subdivision was completed. The last of the outstanding subdivision, the Forest at Oriole Beach, is being considered by D.R. Horton for completion with this policy being a significant part of the negotiations. Therefore, staff believes renewing the interim policy is in the best interest of the utility.

The interim policy is as shown below:

1. 25% down payment required for FDEP Application to Construct
2. 25% due prior to FDEP Certification of Completion
3. 50% due at time of building permit application

Restrictions

1. SSRUS will not issue refunds of amounts previously paid; all credits due the developer will be applied to future payments on the lots.
2. No credits for upsizing or longer runs of force main will be counted in the first 25%, only in the remaining payments.
3. The developer will agree to delineate the remaining tap fee due in the warranty deed for each lot purchased.

Staff recommends that this policy should be approved for an interim period of 1 year from the date of approval by City Council. The policy would apply to new and partially complete residential subdivisions.

RECOMMENDATION: SSRUS Board recommends that the City Council approve the interim tap fee payment policy for residential subdivisions as listed above for a period of one (1) year.

(850) 934-5100 • (850) 934-5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

City of Gulf Breeze

TO: **Edwin A. Eddy, City Manager**

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

DATE: **October 3, 2012**

RE: **Waterford Sound Tap Fees**

In June of 2011, the SSRUS Board and City Council approved a special tap fee arrangement with the developer of Waterford Sound. The developer would pay up to the 50% amount for the 56 lots developed, but the builder would pay the City 75% per lot as they applied for building permits. The reimbursement would be calculated and paid at the end of each fiscal year.

The builder has paid impact fees on 27 of the 56 lots, therefore, developer is due $35,100 reimbursement of tap fees. As this money is in the reserved tap fee fund, the SSRUS Board and City Council must approve the release of the funds to the developer.

RECOMMENDATION: SSRUS Board recommend to City Council the authorization of payment to Waterford Sound, LLC of $35,100 in tap fee reimbursement from the Restricted Tap Fees.

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City of Gulf Breeze

TO: **Edwin A. Eddy, City Manager**

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

DATE: **October 3, 2012**

RE: **Waterford Sound Tap Fee**

Waterfordsound Phase I was granted a special tap fee collection policy. The policy allowed the developer to pay 25% of the tap fee, a deposit for an additional 25%, and the builder pays 75% of the tap fee per lot prior to obtaining a building permit. The City then would refund the extra 25% paid by the builder at the end of each fiscal year. The only down side to this scenario, is that the City will expend some staff time tracking payments and writing a check once or twice per year. But this cost is minimal, especially compared to gaining additional customers.

The developer has asked that the policy be instated for Phase IIA & IIB of this development. Phase IIA is 58 lots and the developer has provided a 25% down payment check in the amount of $75,400.

Attached is a letter of agreement outlining the details of this special impact fee payment policy for Waterford Sound.

RECOMMENDATION: SSRUS Board recommend to City Council the special impact fee payment agreement for Waterford Sound Subdivision Phase II.

(850) 934-5100 • (850) 934-5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

LETTER OF AGREEMENT

I, ROBERT S. LILIEN, representing WATERFORD SOUND, LLC (DEVELOPER), agree to the following terms with the CITY OF GULF BREEZE (CITY) regarding the payment of impact fees and deposits:

We agree that the DEVELOPER of a subdivision called WATERFORD SOUND PHASE IIA, with 58 lots, will be prepared to sell lots to builders once the sewer system is certified complete and the final plat is approved by Santa Rosa County. The DEVELOPER will pay Seventy-Five Thousand Four Hundred Dollars ($75,400.00) which is twenty-five percent (25%) of the impact fees for the subdivision and will make a DEPOSIT of an additional twenty-five percent (25%) to receive approval of the CITY to petition the Florida Department of Environmental Protection to place the sewer system for PHASE IIA in service.

The CITY shall accept the collected funds of Seventy-Five Thousand Four Hundred Dollars ($75,400.00) representing the additional twenty-five percent (25%) of the impact fees and retain it as a deposit in escrow against the seventy-five percent (75%) of the impact fees to be collected from the builder. The CITY shall refund the deposit for any lots for which a building permit has been issued no less frequently than annually, occurring at the end of the fiscal year for the CITY. The first deposit release shall occur on or near September 30, 2013, and annually thereafter for three (3) years. The payment on or near September 30, 2016 shall be the last release. Any deposit remaining in the possession of the CITY will be placed as twenty-five percent (25%) of the impact fees on those lots that remain undeveloped.

Since the CITY would normally require this payment in full at the time of certification, the collected funds will be considered as belonging to the CITY and may be invested and used as the CITY sees fit, and the DEVELOPER will have no stake in the earnings of these funds.

The CITY will be required to release these deposits only of those deposit funds that are collected, and may deduct from future reimbursements any funds that were forfeited because of failure in the builder's payment tendered. All such reimbursement/release of deposits by DEVELOPER are deposit refunds and are not rebates of any kind.

IN WITNESS WHEREOF, DEVELOPER has executed this instrument this 27th day of September, 2012.

Signed, Sealed, and Delivered
in the presence of:

(Signature)

Penny H Hodor
(Printed or Typed Name)

(Signature)

Cynthia E. Whatley
(Name Printed or Typed)

DEVELOPER:
WATERFORD SOUND, LLC, a North Carolina limited liability company, f/k/a Waterford Sound-FCLD, LLC

By: Trilogy Capital Partners, LLC, North Carolina limited liability company, as its Manager

By: _____
Robert S. Lilien, as Manager

3140606v1 16824.00018

State of North Carolina
County of Mecklenburg

The foregoing instrument was acknowledged before me, Rachael H. Kennedy, a notary public of Cabarrus County, North Carolina, this the 27th day of September, 2012, by Robert S. Lilien, Manager of Trilogy Capital Partners, LLC, a North Carolina limited liability company, which limited liability company is the Manager of Waterford Sound, LLC, a North Carolina limited liability company f/k/a Waterford Sound-FCLD, LLC, on behalf of the limited liability companies, who is personally known to me.

RACHAEL H. KENNEDY NOTARY PUBLIC CABARRUS COUNTY, NC

(Official Seal)

Rachael H. Kennedy
Notary Public
My commission expires: 9/17/2015

IN WITNESS WHEREOF, CITY has executed this instrument this _____ day of _____, 2012.

Signed, Sealed, and Delivered
in the presence of:

_____
(Signature)

_____
(Printed or Typed Name)

_____
(Signature)

_____
(Name Printed or Typed)

CITY
CITY OF GULF BREEZE, FLORIDA

By: _____
Printed Name: _____
As its: _____

Printed Name: _____

State of Florida
County of Santa Rosa

The foregoing instrument was acknowledged before me this the _____ day of _____ 2012, by _____, as _____ of the City of Gulf Breeze, Florida, a governmental subdivision of the State of Florida, on behalf of the City, who is ( ) personally known to me, or ( ) has produced _____ _____ as identification.

(Official Seal)

_____
Notary Public
My commission expires: _____

3140606v1 16824.00018

City of Gulf Breeze

TO: **Edwin A. Eddy, City Manager**

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

DATE: **October 4, 2012**

RE: **Manhole Repairs**

After the severe rainfall in June the above average amounts received through July, we have experienced several sink holes next to our manholes. The ground water table was raised, exposing several infiltration points in these manholes. Staff solicited quotes for traditional excavate and seal repair and the newer spray applied liner method. The cost to repair one of theses in the traditional manor is $8,000 , while all six of the manholes can be lined for $10,670.

The product chosen is Spectra-Shield, as we have proven success with this product in two other manholes. After the manholes are sealed, the pot holes will have to be cut, filled, compacted and patched. The patch

RECOMMENDATION: SSRUS Board Recommend to City Council award the project to install liners in 6 manholes to Gulf Coast Underground for $10, 670.00.

(850) 934-5100 • (850) 934-5114
P.O. BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640

MEMORANDUM

TO: **Vernon Prather, Thomas Lambert**

Dennis Durail Supervisor water sewer

FROM: **John Trypus, Foreman Water & Sewer**

DATE: **September 4, 2012**

RE: **Manhole I&I & Sinkholes**

Due to the large Rain events & Storms several sink holes have developed thru out the system 3627 Tiger Pt. Blvd, Circle Ln & Laurel LN, 3214 Fordham, 3213 Princeton Dr, 974 Vestavia Way, & Mary Fox & Meek Dr. entering thru our Manholes in I&I causing large sink holes to develop. We have obtained quotes to seal all Manholes in question with minor road patch compared to excavating out side & sealing inside & outside of one manhole. It is our recommendation to use Gulf Coast Underground to seal inside Manholes & patch sink holes. Total sum of $10,670.00 not including road patch work. Attached are photos.

Sincerely, John Trypus

D.A.D.

Circle & Laurel Dr.

D.A.D.

FORDHAM DR.

circle & LAUREL DR.

MARY FOX & MEEK

PRINCETON DR.

TIGER PT BLVD.

VESTANIA WAY

GCU
Gulf Coast Underground
3158 Old Shell Road
Mobile, AL 36607
Sales & Estimating
Von Gomel
Ph: 251.406.2583
Fx: 866.431.3242
vgomel@gulfcoastunderground.com

Date: 9/4/2012
Re: Gulf Breeze, Fl Manhole Rehab

We propose to furnish the **Spectra-Shield Liner System** at a 500 mil thickness for the following:

Item#	Description	Quantity	Units	Unit Price	Total
1	Mobilization (FEE WAIVED)	0	EA	1,500.00	$-
2	Prep 974 Vestavia Way	1	EA	210.00	$210.00
3	Install Spectra-Shield Liner in 974 Vestavia Way	1	EA	1,330.00	$1,330.00
4	Prep Mary Fox & Meek	1	EA	195.00	$195.00
5	Install Spectra-Shield Liner in Mary Fox & Meek	1	EA	1,235.00	$1,235.00
6	Prep 3213 Princeton Dr	1	EA	270.00	$270.00
7	Install Spectra-Shield Liner in Princeton Dr	1	EA	1,710.00	$1,710.00
8	Prep 3214 Fordham Pkwy	1	EA	360.00	$360.00
9	Install Spectra-Shield Liner in 3214 Fordham Pkwy	1	EA	2,280.00	$2,280.00
10	Prep 3627 Tiger Point Blvd	1	EA	210.00	$210.00
11	Install Spectra-Shield in 3627 Tiger Point Blvd	1	EA	1,330.00	$1,330.00
12	Prep Circle Ln & Laurel Dr	1	EA	210.00	$210.00
13	Install Spectra-Shield Liner in Circle Ln & Laurel Dr	1	EA	1,330.00	$1,330.00
				TOTAL	$10,670.00

Proposal inclusions:

1. All labor, equipment, and materials required to install Spectra-Shield Liner to the interior walls, benches, and tops of the structures.
2. Normal cleaning and surface preparation.
3. One mobilization.
4. Traffic control (limited to cones and signs).
5. Certificate of insurance within normal limits.
6. Worker's compensation insurance and employer's liability insurance.
7. Ten-year warranty.

For the MH Rehab work, the following is to be provided to GCU at no charge:

1. Supply water, free of charge, for the equipment required to clean structures.
2. Access for all equipment, under its own power, to structures.
3. Structures to be rehabbed will be located and identified prior to GCU mobilization.
4. All manholes to be lined will have concrete or brick bottoms prior to GCU mobilization.
5. Removal of any excessive debris in manholes.

Other terms:

1. Payment due within thirty days of our invoice.
2. Stated prices are in effect for thirty days from the date of this proposal.
3. A service charge of 1-1/2% per month, which is an annual rate of 18%, will be added for all past due accounts.
4. As the prevailing party in any dispute between the parties arising out of or related to this contract or the breach thereof, GCU shall be entitled to recover its reasonable attorney's fees and expenses incurred in pursuing or defending the claim.

ACCEPTED:

Von Gomel
Cell # 251.406.2583

By:_____

Title:_____

Date:_____

BROWN CONSTRUCTION
OF NORTHWEST FLORIDA INC

Since 1995
Certified General &
Underground Utility Contractors
CGC045510 CUC056748

WE DIG AMERICA
NATIONAL UTILITY CONTRACTORS ASSOCIATION

PROPOSAL SUBMITTED TO:	PHONE	791-1757	DATE
John Trypus	FAX	934-5150	8/23/2012
City of Gulf Breeze	JOB NAME	**Tiger Point Blvd at Tiger Ln Sinkhole Repair at MH**	
ARCHITECT/ENGINEER	DATE OF PLANS		QUOTE VERSION
n/a	n/a		1

WE HEREBY SUBMIT THE SPECIFICATIONS AND ESTIMATES FOR:

Excavate and Repair Infiltration in Ex. Manhole	**1**	**LS**	**$7,902.50**
Cut and Patch Asphalt	**1**	**LS**	**$1,687.50**

Notes:
1. **Items not specifically noted are excluded.**
2. **Testing for dewatering discharge is excluded.**
3. **Cut and Patch of Concrete Driveway is excluded.**
4. **Sinkhole will be excavated down to source of infiltration (bottom of MH), north side will be excavated down to area of water entry around steps. Other areas will be repaired internally prior to grouting.**

We Propose hereby to furnish material and labor- complete in accordance with above specifications, for the sum of:

$9,590.00

Payment to be made as follows:

DUE UPON COMPLETION

All Material is guaranteed to be as specified in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements contingent upon strikes and accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workman's Compensation Ins.

Authorized Signature: _____

Gabe Jackson

NOTE: This proposal may be withdrawn by us if not accepted within 15 days.

Acceptance of Proposal-the above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above: **Date:**

Signature: _____

Signature: _____

10200 Cove Avenue • Pensacola, FL 32534 • (850) 473-9039 • Fax (850) 473-9063

State Certified# CU C1224889

Date: August 27, 2012

Re: Tiger Point Avenue

Attn: John Trypus

Warrington Utility & Excavating Inc. will provide material, labor, and supervision to saw cut 7' x 11' asphalt & remove (9 sy), excavate 20 cy around manhole, grout inside & outside of manhole, replace & compact 20 cy @ 6" lifts fill, 6" rock base 9 sy, 2" 12. 5 asphalt 9 sy, dewatering and maintenance of traffic.

Grand Total: $10,885.00

Please Note the following:

- Price subject to change in case of any unforeseen circumstances or any utilities encountered.
- Anything not specifically stated in this proposal is excluded from price
- Price does not include and removing and/or replacing unsuitable materials
- Price does not include any fee's (i.e. tie in, impact, layout, etc.)
- We are not responsible for utilities damaged by other companies/contractors (i.e. utilities already approved/installed)
- If project start or finish is delayed due to circumstances beyond our control, we reserve the right to modify our prices for any labor, equipment or material price increase
- Price does not include any overlay
- Price is for 7' x 11' asphalt patch

8401 Untreiner Avenue, Pensacola, FL 32534 Office: (850) 476-2280, Fax: (850)476-2283

City of Gulf Breeze

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 10/25/2012

Subject:

1. **Resolution Approving the Issuance of $25,500,000 Capital Trust Agency Bonds, Belfort Village.**
2. **Resolution Approving the Issuance of $37,000,000 Capital Trust Agency Bonds, Affordable Housing Facilities, Jacksonville, Florida.**

The Capital Trust Agency is finalizing its review of financing plans for the two (2) projects listed above.

The first financing involves purchase of a senior living facility in Ponte Vedra, Florida for a total amount of $25,500,000 by Belfort Village, LLC. The public purpose of the project is to provide quality, safe and affordable living facilities for the elderly.

As has been the case with this type of financing program, CTA, its consultants and legal advisors must be sure the borrowers can repay the loan and that the project value matches the loan amount.

<u>RECOMMENDATION:</u> THAT THE CITY COUNCIL PLACE ON ITS AGENDA FOR NOVEMBER 5, 2012, ADOPTION OF A RESOLUTION APPROVING THE BELFORT VILLAGE PLAN OF FINANCE FOR AN AMOUNT NOT TO EXCEED $25,500,000.

The CTA Board is also finalizing review of a plan of finance developed by GMF-Preservation of Affordability for acquisition and improvement of up to seven (7) multi-family housing projects in Jacksonville, Florida for a total cost not to exceed $37,000,000.

The public purpose of this project to continue to make available quality, affordable rental housing for qualified persons.

The CTA Board, its consultants and legal advisors must be sure the borrowers can repay the loan and that the project value matches the loan amount. We have previously completed financing programs with GMF.

<u>RECOMMENDATION:</u> THAT THE CITY COUNCIL PLACE ON ITS AGENDA FOR NOVEMBER 5, 2012 ADOPTION OF A RESOLUTION APPROVING THE GMF-JACKSONVILLE PLAN OF FINANCE FOR AN AMOUNT NOT TO EXCEED $37,000,000.

RESOLUTION ___-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF THE ACQUISITION AND CONSTRUCTION OF A SENIOR LIVING FACILITY TO BE LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF NOT TO EXCEED $25,500,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH FACILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendment No. 1 through No. 33 (including Amendments No. 14-A, 23-A, and 24-A) (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a separate legal and administrative agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 of the City, as amended, and its Articles of Incorporation, as amended and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on September 27, 2012, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing or refinancing of the hereinafter described Senior Living Facility, 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 the acquisition, construction, development, furnishing and equipping of the senior living facility described on Schedule I attached hereto, namely Belfort Village to be located in Jacksonville, Florida within Duval County, Florida (the "Senior Living Facility"), including independent, assisted and memory care rental housing for the elderly; and

WHEREAS, the City has been advised that the Agency desires to issue an aggregate principal amount not exceeding $25,500,000 of the Bonds to finance the Senior Living Facility on behalf of Belfort Village, LLC, a Florida limited liability company, whose principal place of business is 17 La Vista Drive, Ponte Vedra Beach, Florida 32082 (the "Company"), or one or more its affiliates, to fund a program herein described (the "Plan of Finance"); and

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

WHEREAS, as required pursuant to Section 147(f) of the Code notice of such public hearing was given in the form required by the Code by publication at least fourteen (14) days prior to such public hearing in the *Pensacola News Journal* on October 22, 2012, the Bonds and the Plan of Finance have been submitted to a public hearing held on behalf of the City Council on November 5, 2012; and

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

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

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City on October 22, 2012. The City Council hereby approves the report of the public hearing conducted by the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. BONDS AND PLAN OF FINANCE APPROVED.

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the Bonds in the aggregate principal amount not to exceed $25,500,000. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf of the Agency, such interlocal agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance

agreements, reimbursement agreements, and other agreements, approvals or instruments deemed necessary or convenient to effect, implement, maintain and continue the Plan of Finance, the financing or refinancing of the Senior Living 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. 34 TO THE ENABLING AGREEMENT RATIFIED.

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

SECTION 4. TEFRA APPROVAL.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Agency's Plan of Finance, and the issuance by the Agency of not to exceed $25,500,000 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 _____ day of _____, 2012.

GULF BREEZE, FLORIDA
CITY COUNCIL

(SEAL)

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Marita Rhodes, City Clerk

REPORT OF HEARING OFFICER
(BELFORT VILLAGE, LLC –
BELFORT VILLAGE)

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 November 5, 2012, 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 not exceeding $25,500,000 revenue bonds (the "Bonds") on behalf of Belfort Village, LLC, a Florida limited liability company whose principal place of business is 17 La Vista Drive, Ponte Vedra Beach, Florida 32082, or one or more its affiliates (as applicable, the "Borrower"). The proceeds of the Bonds will be loaned to Borrower for financing or refinancing the costs of the acquisition, construction, development, furnishing and equipping of an approximately 138 - unit senior living facility, comprised of 63 independent living units, approximately 53 assisted living units and approximately 22 memory care assisted living units for the elderly, and related and appurtenant facilities, to be known as Belfort Village and to be located on 5.524 acres at the northeast corner of the intersection of Belfort Road and Herring Road, Jacksonville, Florida 32216 (the "Senior Living Facility").

The public hearing was duly advertised in the *Pensacola News Journal,* on October 22, 2012, a newspaper of general circulation in the jurisdiction of the City. The proof of publication was presented to me at such hearing, and a copy is attached hereto as Exhibit "B" (the "Notice").

The hearing commenced at the time and location stated in the Notice. At such hearing, interested individuals were afforded reasonable opportunity to express their views, both orally and in writing, on all matters pertaining to the plan of finance and the financing of the Senior Living Facility. Information about the proposed Bonds, the location of the Senior Living 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 communications had been received.

No interested parties were in attendance at the public hearing.

The undersigned then concluded the hearing. A written transcript of the hearing is attached hereto as Exhibit "C."

Respectfully submitted,

By: _____

Edwin Eddy, City Manager
City of Gulf Breeze, Florida

EXHIBIT "A" TO REPORT OF HEARING OFFICER
(BELFORT VILLAGE)

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping a 138 - unit senior living facility, comprised of 63 independent living units, 53 assisted living units and 22 memory care assisted living units for the elderly, and related and appurtenant facilities, to be known as Belfort Village, to be located on 5.524 acres at the northeast corner of the intersection of Belfort Road and Herring Road, Jacksonville, Florida 32216, within Duval County, Florida.

EXHIBIT "B" TO REPORT OF HEARING OFFICER
(BELFORT VILLAGE)

PROOF OF PUBLICATION

[FOLLOWS]

EXHIBIT "C" TO REPORT OF HEARING OFFICER
(BELFORT VILLAGE)

TRANSCRIPT OF PUBLIC HEARING

[FOLLOWS]

SCHEDULE I

THE PROJECT

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping a 138 - unit senior living facility, comprised of 63 independent living units, 53 assisted living units and 22 memory care assisted living units for the elderly, and related and appurtenant facilities, to be known as Belfort Village, to be located on 5.524 acres at the northeast corner of the intersection of Belfort Road and Herring Road, Jacksonville, Florida 32216.

AMENDMENT NO. 34 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 34 TO INTERLOCAL AGREEMENT** (this "Amendment No. 34") is made and entered into as of the 1st day of _____, 2012, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties,"

WITNESSETH:

WHEREAS, the Parties hereto have by Interlocal Agreement, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 33 (including Amendments No. 14-A, 23-A, and 24 - A) (collectively, the "Enabling Agreement"), heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, Belfort Village, LLC, a Florida limited liability company (the "Company") and whose principal place of business is 17 La Vista Drive, Ponte Vedra Beach, Florida 32082, or one or more of its affiliates (as applicable, the "Borrower"), has represented that the Borrower, acting for itself or through its affiliates, plans to own and operate senior living facilities for the elderly; and

WHEREAS, on September 27, 2012, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount not to exceed $25,500,000 (the "Bonds") in one or more series and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing or refinancing the acquisition, construction, development, furnishing and equipping of the senior living facility described on Schedule 1 attached hereto, namely Belfort Village to be located in Jacksonville, Florida, within Duval County, Florida (the "Senior Living Facility"), including independent, assisted and memory care rental housing for the elderly; 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, 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. 34 to the Enabling Agreement with respect to the financing herein described; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. ENABLING AGREEMENT AMENDED FOR PROJECTS.

This Amendment No. 34 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 Senior Living 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 not to exceed $25,500,000. Each installment or issue of such Bonds shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, escrow agreements, reimbursement agreements, security documents and other agreements, approvals or instruments deemed necessary or convenient to effect or implement the financing and refinancing of the Senior Living 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, or other sources relating to the purpose for which they are issued, all in the indentures for the Bonds. The Bonds shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of Century or of Gulf Breeze.

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

Upon the issuance of each series or installment of Bonds, Century shall be paid by either the

Agency or Gulf Breeze, solely from amounts received from the Borrower the sum specified on Schedule 2 attached hereto.

SECTION 4. ENABLING AGREEMENT CONTINUED.

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 34 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 34, 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 the Senior Living Facility, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 34, the financing agreements and/or bond indentures executed in connection with the Bonds or the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

SECTION 6. SEVERABILITY OF INVALID PROVISIONS.

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

SECTION 7. COUNTERPARTS.

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

SECTION 8. EFFECTIVE DATE; AMENDMENTS.

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

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IN WITNESS WHEREOF, the Parties have caused this Amendment No. 34 to Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Marita Rhodes
City Clerk

TOWN OF CENTURY, FLORIDA

[SEAL]

By: _____
Freddie W. McCall, Mayor

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

RESOLUTION ___-12

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF THE ACQUISITION OF CERTAIN MULTIFAMILY RENTAL HOUSING FACILITIES LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF NOT TO EXCEED $37,000,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH FACILITIES; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendment No. 1 through No. 34 (including Amendments No. 14-A, 23-A, and 24-A) (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a separate legal and administrative agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 of the City, as amended, and its Articles of Incorporation, as amended and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on September 27, 2012, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing or refinancing of the hereinafter described Affordable Housing Facilities, 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 and improving existing affordable multifamily rental housing facilities for eligible persons and families, as further described on attached Schedule I, each within the City of Jacksonville, Florida (collectively, the "Affordable Housing Facilities"); and

WHEREAS, the City has been advised that the Agency desires to issue an aggregate principal amount not exceeding $37,000,000 of the Bonds to finance the Affordable Housing Facilities on behalf of GMF – Preservation of Affordability Corp., a Tennessee nonprofit corporation qualified to do business in Florida, an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code") and whose principal place of business is 65 Germantown Court, Suite 409, Cordova, Tennessee 38018, or its affiliate or subordinate nonprofit corporation (as applicable, the "Company"), or a limited liability

company of which the Company is the managing member or a limited partnership of which the Company is the general partner, to fund a program herein described (the "Plan of Finance"); and

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

WHEREAS, as required pursuant to Section 147(f) of the Code notice of such public hearing was given in the form required by the Code by publication more than fourteen (14) days prior to such public hearing in the *Pensacola News Journal* on October 22, 2012, the Bonds and the Plan of Finance have been submitted to a public hearing held on behalf of the City Council on November 5, 2012; and

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

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

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City on October 22, 2012. The City Council hereby approves the report of the public hearing conducted by the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. BONDS AND PLAN OF FINANCE APPROVED.

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the Bonds in the aggregate principal amount not to exceed $37,000,000. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all

action, to execute and deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf of the Agency, such interlocal agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, reimbursement agreements, and other agreements or instruments deemed necessary or convenient to effect, implement, maintain and continue the Plan of Finance, the financing or refinancing of the Affordable Housing Facilities 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. 35 TO THE ENABLING AGREEMENT RATIFIED.

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

SECTION 4. TEFRA APPROVAL.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Agency's Plan of Finance, and the issuance by the Agency of not to exceed $37,000,000 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 _____ day of _____, 2012.

GULF BREEZE, FLORIDA
CITY COUNCIL

(SEAL)

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Marita Rhodes, City Clerk

SCHEDULE I

THE PROJECTS

The acquiring, upgrading, reconditioning, improving and beautification of existing low income multifamily rental housing facilities known as (i) Eureka Garden Apartments I located at 1214 Labelle Street, Jacksonville, Florida 32205, (ii) Eureka Garden Apartments II located at 1214 Labelle Street, Jacksonville, Florida 32205, (iii) Market Street Apartments located at 1205 Market Street, Jacksonville, Florida 32209, (iv) Moncrief Village Apartments located at 1650 Moncrief Village North, Jacksonville, Florida 32209, (v) Southside Apartments located at 2414 Westmont Street, Jacksonville, Florida 32207, (vi) Springfield Apartments located at 1407 Jefferson Street, Jacksonville, Florida 32209, and (vii) Washington Heights Apartments located at 4229 Moncrief Road, Jacksonville, Florida 32209, each within the City of Jacksonville, Florida.

AMENDMENT NO. 35 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 35 TO INTERLOCAL AGREEMENT** (this "Amendment No. 35") is made and entered into as of the 1st day of _____, 2012, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties,"

WITNESSETH:

WHEREAS, the Parties hereto have by Interlocal Agreement, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 34 (including Amendments No. 14-A, 23-A, and 24 - A) (collectively, the "Enabling Agreement"), heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

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

WHEREAS, on September 27, 2012, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount not to exceed $37,000,000 (the "Bonds") in one or more series and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing and refinancing existing affordable multifamily rental housing facilities for the eligible persons and families, as further described on attached Schedule 1, each within the City of Jacksonville, Florida (collectively, the "Affordable Housing Facilities"); and

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

WHEREAS, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Bonds, the Agency must obtain the prior written approval, evidenced by resolution, from the governing bodies of Century and Gulf Breeze approving such issuance and approving an amendment to the Enabling Agreement specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained authorizing the execution and delivery of this Amendment No. 35 to the Enabling Agreement with respect to the financing herein described; and

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

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. ENABLING AGREEMENT AMENDED FOR PROJECT.

This Amendment No. 35 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 Affordable Housing Facilities.

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 not to exceed $37,000,000. Each installment or issue of such Bonds shall be designated by series, in such manner as the Agency shall determine, so as to separately identify each such installment or issue. The Agency and its officers, employees, agents and attorneys are hereby authorized to enter into, on behalf of the Agency, from time to time, interlocal agreements, cash management agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, escrow agreements, reimbursement agreements, security documents and other agreements or instruments deemed necessary or convenient to effect or implement the financing and refinancing of the Project through the issuance of the Bonds, and the purposes and programs for which the Bonds are to be issued and to conform the purposes stated in the Articles of Incorporation of the Agency to authorizations herein contained. No obligation of the Agency under any such agreement or instrument shall constitute an obligation of Century or of Gulf Breeze. The Bonds shall be limited and special obligations of the Agency, payable from the revenues or receipts of the programs or projects, payments by the Borrower, or other sources relating to the purpose for which they are issued, all in the indentures for the Bonds. The Bonds shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of Century or of Gulf Breeze.

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

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

SECTION 4. ENABLING AGREEMENT CONTINUED.

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 35 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 35, 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 the Affordable Housing Facilities, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 35, the financing agreements and/or bond indentures executed in connection with the Bonds or the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

SECTION 6. SEVERABILITY OF INVALID PROVISIONS.

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

SECTION 7. COUNTERPARTS.

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

SECTION 8. EFFECTIVE DATE; AMENDMENTS.

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 35 to Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Marita Rhodes
City Clerk

TOWN OF CENTURY, FLORIDA

[SEAL]

By: _____
Freddie W. McCall, Mayor

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

SCHEDULE 1

THE PROJECTS

The acquiring, upgrading, reconditioning, improving and beautification of existing low income multifamily rental housing facilities known as (i) Eureka Garden Apartments I located at 1214 Labelle Street, Jacksonville, Florida 32205, (ii) Eureka Garden Apartments II located at 1214 Labelle Street, Jacksonville, Florida 32205, (iii) Market Street Apartments located at 1205 Market Street, Jacksonville, Florida 32209, (iv) Moncrief Village Apartments located at 1650 Moncrief Village North, Jacksonville, Florida 32209, (v) Southside Apartments located at 2414 Westmont Street, Jacksonville, Florida 32207, (vi) Springfield Apartments located at 1407 Jefferson Street, Jacksonville, Florida 32209, and (vii) Washington Heights Apartments located at 4229 Moncrief Road, Jacksonville, Florida 32209, each within the City of Jacksonville, Florida.

City of Gulf Breeze

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 10/25/2012

Subject: Workshop – Storage of Boats, Trailers, RV's on Front Yards

---

We received inquiries, complaints and concerns relative to the storage of vehicles, boats, trailers and recreational vehicles on grass or dirt areas in front yards. We visited every neighborhood area of the City to obtain an idea of the magnitude of the issue. We have photographs to illustrate the concerns.

In most cases throughout the City, trailers, boats or RV's are stored on a concrete pad that is contiguous to the driveway. In some cases, the vehicle is simply backed on to a grass or dirt area.

In 2010, the City Council acted to prohibit the storage of vehicles including boats, etc., in the right-of-way. Due to staffing levels, most of our code compliance activities have been driven by complaints. In recent months, we have tried to more actively review conditions and to achieve compliance through staff initiated cases.

After an inspection of conditions on your own and/or a review of the pictures staff has assembled, the City Council may wish to add to the Code of Ordinances to further restrict vehicle storage on grass or dirt areas in front yards.

Concerns arise over compaction of soils in yards in which vehicles are parked on dirt or grass yards. Such compaction reduces the ability of soil to drain. Grasses are less viable around and under parked/stored vehicles leading to erosion. In addition, storage of vehicles in front yards detracts from neighborhood appearance.

Should the City Council wish to control vehicle storage in front yards, on grass or dirt surfaces, there are several points to consider:

1. Parking/storage of vehicles in front yards could be allowed on up to 40% or 400 sq. ft. of the front yard if an improved space is provided.
2. Parking/storage in front yards is prohibited unless the vehicle is on an improved space.

3. If the Council decides to add controls over storage of vehicles in the front yard, a granfathering period could be allowed to enable citizens to install the improved space or find other storage.
4. Neighborhoods could petition the Council for added restrictions in the same manner dredging or traffic calming is pursued.
5. Vehicle storage on an improved space in the front yard could require landscaping to screen appearance issues.

RECOMMENDATION:

THAT THE CITY COUNCIL HOLD A WORKSHOP ON MONDAY, NOVEMBER 5, 2012 AT 5:00 P.M. RELATIVE TO STORAGE OF VEHICLES IN FRONT YARDS.

11-42

AMENDING CHAPTER 30
AN ORDINANCE AMENDING THE GREENSBORO CODE OF ORDINANCES
WITH RESPECT TO ZONING, PLANNING AND DEVELOPMENT

(Editor's Note: Added text shown with underlines and deleted text shown with strikethroughs.)

Section 1. That Section 30-11-11, Parking for Single-Family and Duplex Dwellings, is hereby amended to read as follows:

30-11-11.1 All parking for single-family and two-family dwellings shall be provided so as to maintain a primarily residential appearance in front yards and to protect the quality and character of residential neighborhoods. Accordingly, areas used for parking and drives must be designed, located, and constructed to meet the standards of this section.

30-11-11.2 Parking spaces and drives in front yards (i.e., the portion of the lot located between the side lot lines from the front building line of the principal building to the front lot line) must be clearly ~~delineated~~ defined from the front yard area, constructed and adequately maintained with a hard all-weather surface such as asphalt, concrete, brick, CABC (gravel), pervious paving or other approved material. Grass and bare earth areas are expressly prohibited, unless in conjunction with a residential, non-commercial, temporary event lasting no more than 3 days in duration. These requirements also apply to areas used for parking and drives within the street side yard (between the principal structure and the side street right-of-way) that are unscreened and visible from a public street. ~~The edge of all parking and drive areas within front and street side yards must be clearly delineated, with a physical edge that is maintained.~~ The edge of all parking and drive areas within front and street side yards must be clearly defined from the front and street side yard area.

30-11-11.3 No more than 40% of the front yard area (of a lot occupied by a detached single-family dwelling or duplex may be paved unless the Technical Review Committee grants a Type 2 Modification. Some examples of cases eligible for consideration of a Type 2 Modification are as follows:

A. the area is primarily used for vehicular drive and turnaround movements and not for the parking of vehicles;
B. the area required to meeting minimum off-street parking requirements and reasonable access drives would exceed 40% of the front yard area;
C. the lot is less than 50 feet wide, and the Technical Review Committee determines it is infeasible to limit paving to less than 40% of the front yard;
D. the topography, location of the dwelling or the existing development of adjoining areas prevents conformance;
E. a portion of the area is necessary to provide accessibility for disabled persons; and
F. the existing all-weather surface currently exceeds 40% of the front yard and a portion of the all-weather surface is either designated as driveway only (or for a non-parking use) and/or physically restricted or barricaded from use as vehicle parking.

30-11-11.4 Notwithstanding the nonconformity regulations of Article 2, the requirements of this section (30-11-11) apply to all existing and future required or proposed parking areas and drives.

Section 2. All ordinances in conflict with the provisions of this ordinance are repealed to the extent of such conflict.

Parking Surfaces and Driveways

Only 40 percent of the front yard can be a parking or driveway surface. The parking or driveway surface in a rear yard cannot exceed 750 square feet or 25 percent of the backyard-whichever is less. Parking of any type of vehicles, boats, trailers and campers on landscape and/or lawn portion of the yard is prohibited. Any new parking area must be surfaced with asphalt, concrete, brick or stone pavers. All surfaces shall be maintained free of vegetation, weeds, dirt, trash and debris.

Grandfathered rock parking surfaces must have a border and be maintained to a depth not less than 2 ½ inches. Failure to maintain requires compliance with new standards.

Political Signs

Political signs cannot be erected anywhere in the city of Aurora more than 30 days before the Election date for which they apply, other than those on developed properties located in residential zones, and must be removed no later than seven days following the date of election. See Election Calendar for 2012.

Mail ballot election signs cannot be erected anywhere in the city of Aurora more than 45 days prior to the election for which they apply, other than those on developed properties located in residential zones, and must be removed no later than 7 days following the date of election.

Political signs can be no larger than six square feet in area.

Free standing political signs must be solidly supported in the ground, in good repair, and firmly attached to mounting devices. Political signs cannot be attached to any traffic control device, directional or regulatory sign, or placed in the public right-of-way. Public right-of-way includes all street medians, visibility triangles (equilateral triangle areas at intersections extending approximately 30 feet from corner), and highway/street shoulders. Generally, right-of-way along highways and streets extends in towards the property approximately ten (10) feet from the curb, flow line or gutter.

Political signs cannot be erected on any public property, such as parks, public buildings, bike paths and public signs.

Political signs do not require a permit, but this exemption does not relieve the owner (candidate) of the responsibility for the erection, maintenance and compliance with the provisions of the code or ordinances pertaining to signs.

To place a political sign on a vacant property requires the permission of the property owner before posting. To obtain owner information of a vacant property, the following information is provided:

- For properties in Arapahoe County, call 303-636-1371
- For properties in Adams County, call 303-659-2120.

Political signs in violation of any portion of the City Code may be confiscated without notice by city staff according to the provisions of Aurora City Code Section 146-1609.

Snow Shoveling

Video on Shoveling Ordinance

As a resident or property owner, it is your responsibility to keep city sidewalks adjacent to your property free and clear of snow and ice, even though the sidewalks may be behind or outside the rear and side fences and adjacent to any street.

Snow and ice must be removed within 24 hours after a snowfall ends, and 48 hours after a snow emergency is declared by the city.

To ensure pedestrian safety, code enforcement officers respond to citizen complaints concerning lack of snow and ice removal from sidewalks. An Administrative Fee, $25 for single-family and $50 for all others, will be imposed after 24 hours and again after 48 hours, if the snow is not removed. The city's contractor will then be requested to remove the snow and/or ice, and the property owner or financial institution will be billed for all costs incurred.

City of Aurora's Snow Plan for Streets

Need help shoveling your snow? Snow Busters is a volunteer program operated by the city of Aurora to assist Aurora's elderly and people with disabilities with snow shoveling. If you'd like to help a neighbor in need as a Snow Buster, get started now.

Trash & Debris

approach and shall not be wider than the approved driveway approach within 10 ft of the right-of-way boundary.

2. Properties that take access from streets other than local streets and neighborhood routes shall provide a turnaround area on site that allows vehicles to enter the right-of-way in a forward motion.

19.607.2 Commercial Vehicle, Pleasure Craft, and Recreational Vehicle Parking

Subsection 19.607.2 is intended to preserve residential neighborhood character by minimizing the impacts created by the parking and storing of commercial vehicles, pleasure crafts, and recreational vehicles. The standards of Subsection 19.607.2 apply to off-street parking areas for single-family attached dwellings, single-family detached dwellings, and residential homes in all zones.

A. Commercial vehicles shall not be permitted to be parked or stored in the front yard or required street side yard on single-family attached dwelling, single-family detached dwelling, or residential home properties. Commercial vehicles may be present anywhere on these properties for up to 12 hours in 1 day if the vehicle is engaged in loading or unloading materials for a residence(s).

B. Recreational vehicles and pleasure crafts on single-family attached, single-family detached, or residential home properties must comply with the following regulations:

1. On residential lots less than 1 acre, only 1 recreational vehicle or private pleasure craft that is not located in an enclosed structure such as a garage shall be allowed. Canoes and other crafts less than 12 ft in length shall be exempt from this requirement. On lots larger than 1 acre, 1 additional recreational vehicle or private pleasure craft that is not located in an enclosed structure is allowed for each 1/2 acre of area over 1 acre.

2. No vehicle or pleasure craft shall be lived in, have housekeeping maintained, or have hook-up to utilities while parked or stored on, or otherwise attached or moored to, a lot used for a single-family attached dwelling, single-family detached dwelling, or residential home.

3. A recreational vehicle or pleasure craft may be parked anywhere on a residential lot for up to 24 hours for the purposes of loading or unloading the vehicle.

4. A recreational vehicle or pleasure craft is encouraged to be parked or stored in the side or rear yard area of a residential lot.

5. Recreational vehicles and pleasure craft must be stored on a surface that meets the requirements of Subsections 19.607.1.C.1 or 2. Parking areas for recreational vehicle and pleasure craft are considered excess parking, and may be graveled as allowed by Subsection 19.607.1.C.2. The prohibitions in Subsection 19.607.1.C.2 on graveled areas in front yard or side yard setbacks are not applicable for areas where recreational vehicles and pleasure crafts are parked.

(Ord. 2025 § 2, 2011)

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Posted: September 15, 2010

Raleigh leaders discuss proposal to limit front-yard parking

RELATED
- Raleigh considers front-yard parking ban
- Raleigh's proposed ordinance on front yard parking
- Poll: Should front yard parking be banned?
- 07/21/09: Raleigh to hold public hearing on front-yard parking debate

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RALEIGH, N.C. — The debate over front-yard parking in Raleigh continued on Wednesday as the city council's Comprehensive Planning Committee tackled the topic.

The long-running issue has stalled in the City Council over the years.

"We just don't want to see our residential communities turned into commercial parking lots," Councilman Thomas Crowder said Wednesday.

A proposed ordinance discussed on Wednesday would ban residents of single-family homes from parking in their front yard.

All visible parked cars would have to be on a driveway, which the ordinance defines as a paved or 4-inch-deep gravel surface with borders.

The ordinance allows homeowners to use 40 percent of their front yard or 425 square feet (about two car spaces), whichever is greater, for parking, as long as the surface meets the code requirements.

Homeowners would have one year to make the necessary improvements.

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City staff told the committee that 2,500 homes would need to make changes to meet these standards. These improvements could cost homeowners between $3,000 and $6,000, staff said.

Jerome Goldberg owns four rental properties near North Carolina State University, where front-yard parking is normal.

"People can't afford this. We're in a depression," Goldberg said. "You can't just make them spend three, five, six thousand dollars and expect them to swallow this."

The city of Greensboro banned front yard parking in 2009.

The Raleigh committee wants staff to look into Greensboro's rules and find out exactly how many homeowners would be affected by the proposed ordinance.

Do you think homeowners in Raleigh should be banned from parking in their front yards?

- Yes
- No

Cast Your Vote

Show Results • Disclaimer

- **Reporter:** Renee Chou
- **Photographer:** Tom Normanly
- **Web Editor:** Kathy Hanrahan

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Explore the extraordinary world of magnet schools

MAGNET SCHOOLS FAIR
Saturday, November 3, 2012
9:00AM - 12:00PM
Southeast Raleigh Magnet High School
2600 Rock Quarry Road, Raleigh, 27610
For more information, call
919-431-7355
CLICK HERE
email: magnetcenter@wcpss.net
WAKE COUNTY PUBLIC SCHOOL SYSTEM

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- Teen driver sent to prison for fatal Raleigh wreck
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- What Happens to a Bail Bond When Found Not Guilty? (eHow)
- Officer Wrecked Patrol Car While Driving Drunk, Fled Scene, Police Say (AOL Autos)
- Lasagna Cupcakes (Tablespoon)
- 5 Banks Likely to Fail This Year (MyBankTracker.com)
- 10 worst states for retirement (Bankrate.com)

City of Gulf Breeze

Memorandum

To: Mayor and City Council

From: Edwin A. Eddy, City Manager

Date: 10/25/2012

Subject: Appointment of Mayor Zimmern to Florida League of Cities Legislative Committee

---

The Florida League of Cities has asked Mayor Beverly Zimmern to serve as an At Large member of its 2012 Legislative Committee. As a committee member, the Mayor has recently attended legislative workshops on behalf of the City.

This appointment is quite an honor. The City, through the Mayors involvement, will have the opportunity to learn about and act upon details of proposed or pending legislation early in the process.

RECOMMENDATION:

THAT THE CITY COUNCIL ENDORSE THE APPOINTMENT OF MAYOR BEVERLY ZIMMERN TO THE FLORIDA LEAGUE OF CITIES 2012 LEGISLATIVE COMMITTEE.

301 South Bronough Street • Suite 300 • P.O. Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.floridaleagueofcities.com

RECEIVED
OCT 22 2012
BY:

October 18, 2012

The Honorable Beverly Zimmern
Mayor, City of Gulf Breeze
P.O. Box 640
Gulf Breeze, Florida 32562

Dear Mayor Zimmern:

Please accept this invitation to serve as an At Large Member of the 2012 Legislative Committee of the Florida League of Cities. The Committee will meet in Orlando in conjunction with the League's 52nd Annual Legislative Conference scheduled for November 15 – 16, 2012, at the Hyatt Regency Orlando International Airport Hotel. The purpose of the committee is to review the recommended legislative priorities of the League's five legislative policy committees. Based on this review, the Legislative Committee votes on a proposed Legislative Action Agenda, which is then submitted to the full League membership for its consideration and adoption. **The Legislative Committee is scheduled to meet at 8:30 a.m. on Friday, November 16, 2012.**

The Legislative Committee consists of the chair of each League policy committee, chairs of the League's other standing committees, presidents of the local/regional leagues, members from other municipal associations and the League municipal trusts, and several at-large members who are appointed by the President.

The composition of the Legislative Committee ensures a broad representation of the League's membership on this significant committee. It enhances our ability to present a unified front to the Florida Legislature.

You will receive a draft copy of the proposed legislative priority statements prior to the meeting. Please notify Rachel Busick of your ability to serve by faxing back the attached response form to the League at (850) 222-3806 by Wednesday, October 31. Please contact Rachel at (850) 701-3603 or rbusick@flcities.com if you have any questions or require additional information. Again, thank you for your commitment to the League. I look forward to a successful legislative year for municipal home rule!

Sincerely,

Manny Maroño, President
Mayor, City of Sweetwater

President **Manny Maroño,** Mayor, Sweetwater
First Vice President **P.C. Wu,** Councilman, Pensacola • Second Vice President **Lori C. Moseley,** Mayor, Miramar
Executive Director **Michael Sittig** • General Counsel **Harry Morrison, Jr.**

2012 Legislative Committee
Response Form

Please use this address for committee correspondence:

Name: _____ Title: _____

City: _____

Address: _____ Zip: _____

Phone Number: _____

Fax Number: _____

E-Mail Address: _____

_____ **Yes,** I accept the appointment to the Legislative Committee. I will be attending the Legislative Committee Meeting Friday, November 16, 2011, at the Hyatt Regency Orlando International Airport Hotel.

_____ **No,** I will be unable to serve on the Legislative Committee this year.

Please return this form to:
Rachel Busick
Florida League of Cities
(850) 222-3806 (fax)
Email: rbusick@flcities.com

West Florida Regional Planning Council

David Cadle, Chair
Thomas Abbott, Vice-Chair

Terry A. Joseph, Executive Director

October 18, 2012

TO: Local Government Partners

Re: Resolution Designating October as Community Planning Month in Northwest Florida

Dear Local Government Partners:

Please find enclosed a copy of Resolution WFRPC 2012-05, designating October 2012 as Community Planning Month in Northwest Florida. The West Florida Regional Planning Council recognizes that planning benefits our local communities and wants you to join in highlighting the role of planners as visionaries working to create communities of lasting value.

Many people who do not work in the planning profession do not realize how much planning touches their lives. Planning plays a vital role in the day-to-day happenings of citizens in every community. How do they get to work or school? Where do they live? Where do they shop?

Please join us in recognizing our hardworking planners not only during the month of October, but all year. You can sum up planning in three words: comprehensive, community-focused, and choice.

Please also let the West Florida Planning Council know if there is anything we can do to help plan your community and foster growth.

Sincerely,

Terry A. Joseph, Executive Director
West Florida Regional Planning Council

Pensacola
P.O. Box 11399
Pensacola, FL 32524-1399
P: 850.332.7976 • 1.800.226.8914
F: 850.637.1923

Panama City
651 West 14th Street, Suite E
Panama City, FL 32401
P: 850.769.4854
F: 850.784.0456

www.wfrpc.org

RESOLUTION WFRPC 2012-05

A RESOLUTION OF THE WEST FLORIDA REGIONAL PLANNING COUNCIL DESIGNATING THE MONTH OF OCTOBER 2012 AS COMMUNITY PLANNING MONTH.

WHEREAS, change is constant and affects all cities, towns, suburbs, counties, boroughs, townships, rural areas, and other places; and

WHEREAS, community planning and plans can help manage this change in a way that provides better choices for how people work and live; and

WHEREAS, community planning provides an opportunity for all residents to be meaningfully involved in making choices that determine the future of their community; and

WHEREAS, the full benefits of planning requires public officials and citizens who understand, support, and demand excellence in planning and plan implementation; and

WHEREAS, the month of October is designated as National Community Planning Month throughout the United States of America and its territories, and

WHEREAS, the American Planning Association and its professional institute, the American Institute of Certified Planners, endorse National Community Planning Month as an opportunity to highlight the contributions sound planning and plan implementation make to the quality of our settlements and environment; and

WHEREAS, the celebration of National Community Planning Month gives us the opportunity to publicly recognize the participation and dedication of the members of the West Florida Regional Planning Council and other citizens who have contributed their time and expertise to the improvement of Northwest Florida; and

WHEREAS, we recognize the many valuable contributions made by professional regional planners of the West Florida Regional Planning Council and extend our heartfelt thanks for the continued commitment to public service by these professionals;

NOW, THEREFORE, BE IT RESOLVED THAT, the month of October 2012 is hereby designated as **Community Planning Month** in Northwest Florida in conjunction with the celebration of National Community Planning Month.

Duly passed and adopted by the West Florida Regional Planning Council on this 15th day of October 2012.

WEST FLORIDA REGIONAL PLANNING COUNCIL

BY: David Cadle

David Cadle, Chairman

West Florida Regional Planning Council

ATTEST: Terry

Terry A. Joseph, Executive Director
West Florida Regional Planning Council

FLORIDA LEAGUE OF CITIES, INC.
301 South Bronough Street, Suite 300 • Post Office Box 1757 • Tallahassee, FL 32302-1757 • (850) 222-9684 • Fax (850) 222-3806 • www.flcities.com

October 1, 2012

The Honorable Beverly H. Zimmern
Mayor, City of Gulf Breeze
623 Bay Cliffs Rd
Gulf Breeze, FL 32561-4805

Dear Mayor Zimmern:

The Florida League of Cities is proud to count the City of Gulf Breeze as a member. As the united voice for Florida's municipal governments, the League's strength and success are dependent upon the support and participation of its membership.

This year, the Board of Directors has adopted the 2009 dues rate with a 10 percent reduction. This is the fourth year that the board has approved this dues structure. Your municipality's dues information for 2012-2013 is provided on the attached sheet.

Please note that your dues invoice was sent directly to Edwin A. Eddy, City Manager.

Also attached is a list of "Benefits of League Membership" that reviews what the Florida League of Cities offers to its members. We hope that you take advantage of these programs, products and services.

During 2012-2013, we will continue to offer regional training and webinars at no cost to city officials and staff. During the next legislative session, we will continue to provide a strong presence at the state Capitol. We will work to reform municipal pension plans to make them sustainable. While offering the many benefits on the attached sheet, we will continue to explore new ideas that will meet the needs of municipalities today and tomorrow.

We are grateful to have you as a member. We will be pleased to answer any questions about the League's dues and membership benefits. Please contact Lynn Tipton or Scott Hamilton at 1-(800) 342-8112 if you have any questions.

We appreciate your continued support of the League!

In the fight for HOME RULE,

Michael Sittig
Executive Director

Cc: All Elected Officials
The Honorable Joseph Henderson, Councilman
The Honorable David G. Landfair, Councilman
The Honorable Dana Morris, Councilman
The Honorable J. B. Schluter, Councilman

President **Manuel L. Maroño**, Mayor, Sweetwater
First Vice President **P.C. Wu**, Councilmember, Pensacola ♦ *Second Vice President* **Lori C. Moseley**, Mayor, Miramar
Executive Director **Michael Sittig** ♦ *General Counsel* **Harry Morrison, Jr.**

Florida League of Cities 2012-2013 Dues Information

City of Gulf Breeze membership dues invoiced for 2012 - 2013: $561.00

Participants in the following League-administered program(s) received payments and/or grants in 2011 - 2012. Your city received:

Florida Business License Tax Collection Program	**$2,700.00**
Florida Municipal Insurance Trust Safety Grant	**$0.00**

If your city is not participating in the above programs and you would like more information, please call the FLC at (800) 342-8112

At a Glance - The Benefits of League Membership

Experienced State and Federal Advocacy:

- An advocacy team with over 75 years of collective experience in state and federal government relations
- Advocates experienced in issues that matter to cities:
  - Pensions and Employee Benefits
  - Municipal Finance and Taxation
  - Growth Management
  - Transportation
  - Environment and Energy
  - Ethics and Elections
  - Public Records and Public Meetings
- A watchdog on state and federal agency rulemaking activity
- Weekly Legislative Session updates on actions that directly impacts cities
- Legal advocates at the highest levels of state and federal court on cases of statewide municipal importance
- Opportunities for you to engage with your congressional delegation at home and in Washington
- Legislative advocacy training to help you get your city's message heard
- Legislative issue briefings, online and in-person
- Legislative "action" days in Tallahassee during session
- Legislative policy committee participation so your voice is heard

Real Dollar Savings:

Return of insurance premiums to qualified participants in the Florida Municipal Insurance Trust:
$8 million returned in 2012

More Value-Added Benefits:

- Local Business Tax Collection Program ($456,892 distributed to cities by the League in 2011-2012)
- An online salary survey where participating cities can get and compare city salary information
- Classified ad postings for open positions in the League's statewide newsletter
- Matching Safety Grant Program for participants in the Workers' Compensation, Property, and Liability Insurance programs
- *Financial and Technical Assistance for Florida Municipalities*, your one-stop resource on how to find and get money for your city
- Florida League of Cities Center for Municipal Research and Innovation, a one stop place for city statistics, data and peer city information
- An interactive website with up to date information and news, *www.flcities.com*

One-on-One Consultation with Municipal Experts:

- Toll-free access to League staff for expert advice on a variety of municipal issues
- Financial and Technical Assistance Program: helping cities one-on-one, find and save money
- Guidance and legal research for city attorneys from the League's attorneys
- Telecom cost reduction program to help your city save money on its telecommunication services

Educational Opportunities:

- Free monthly educational "webinars" for city officials and staff
- In-depth training sessions for newly elected officials, advanced training sessions to build and maintain your knowledge of city government and governing through the FLC University
- Workshops, leadership training and networking opportunities at Annual Conference, Legislative Conference and throughout the year
- FLC University training is offered at no cost to members

Financial and Insurance Programs:

- A pooled investment program, retirement plan, bond program and commercial paper program
- Insurance programs, including workers' compensation, liability, auto, property and health

Tools for Engaging Your Citizens and Future Generations:

- Civics education materials for adults and for students such as *The ABCs of City Government*
- Guides for creating city youth councils and citizens' academies
- Public service ads for your website and public access channels
- Sponsoring Florida City Government Week as a time to hold and expand civic education efforts

Publications That Make a Difference:

- A bimonthly magazine, *Quality Cities*, and a twice monthly newsletter, *FLC E-News*, keep you informed and engaged
- *The Florida Municipal Officials' Manual* - a handy reference on a variety of city government issues
- *The Florida Municipal Directory* - the who and what of Florida's 410 cities, updated annually in print and continuously throughout the year for its online version at *www.flcities.com*
- *Financial and Technical Assistance for Florida Municipalities*, your one-stop resource on how to find and get money for your city
- Critical legislative session news, including a weekly bulletin, legislative alerts, a final report summarizing what passed and what didn't, and an advocacy report to let you know how your legislators voted on key city issues