

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION AGENDA**

**OCTOBER 2, 2013
WEDNESDAY, 6:30 P.M.
COUNCIL CHAMBERS**

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Special Event Application from Coastline Calvary Chapel for Fall Festival
- B. Discussion and Action Regarding Memorandum of Understanding for Internet Crimes Against Children Task Force
- C. Discussion and Action Regarding Disposal of Surplus Items on GovDeals Auction
- D. Discussion and Action Regarding Seawall Replacement on Montrose Boulevard
- E. Discussion and Action Regarding Water Management District Grant Application
- F. Discussion and Action Regarding Change Order, LED Lighting, Tiger Point
- G. Discussion and Action Regarding Design and Permitting of Drainage Mitigation Projects
- H. Discussion and Action Regarding Street Sweeping
- I. Discussion and Action Regarding Engineering Services/Street Resurfacing
- J. Discussion and Action Regarding Purchase of Meter Reading Handhelds Computers
- K. Discussion and Action Regarding Adoption of Resolution Approving FY2014 Tourist Development Council Budget
- L. Discussion and Action Regarding Adoption of Resolution Approving FY2014 Community Redevelopment Agency Budget
- M. Discussion and Action Regarding Engagement of Consultant for Evaluation of Multi-Protocol Label Switching/Voice Over Internet Protocol (MPLS/VOIP)
- N. Discussion and Action Regarding Resolution Approving Refinancing of \$3.8 Million of Coastal Bank Note

GULF BREEZE CITY COUNCIL EXECUTIVE SESSION AGENDA

- O. Discussion and Action Regarding Membership Dues – Florida Redevelopment Association
- P. Discussion and Action Regarding Regenerative Tissue Testing Lab
- Q. Discussion and Action Regarding Flood Plan Management Status Report
- R. Information Items
- S. Public Forum

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

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Deputy Chief *RH*

Ref: Special Event Application

Date: September 9, 2013

Coastline Calvary Chapel has submitted an application for their yearly fall Festival. The Festival will be held once again at the Community Center and will have carnival games, skate contest, basketball tournament and concessions. The event will be on Saturday October 26, 2013 from 2pm -6pm. Estimated 1500 – 2000 persons will be in attendance throughout the day. Calvary Chapel has had the event for several years and it has always been very successful with no impact to law enforcement.

RECOMMENDATION: **That the City Council approve the application.**





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



Gulf Breeze Police Department

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

***Chief Robert Randle
Deputy Chief Rick Hawthorne***

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

City of Gulf Breeze

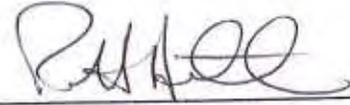
REQUIREMENTS TO CONDUCT SPECIAL EVENT ON CITY PROPERTY OR IN THE CITY OF GULF BREEZE

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

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

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


Applicant's Signature 8-7-13
Date


Police Department's Approval 8-9-13
Date

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

Sept. 4th 2013
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name COASTLINE CALVARY CHAPEL
Address 1122 ORIOLE Bch. Rd, GULF BREEZE FL. 32563

2. PERSON REQUESTING PERMIT:

Name RANDY PITMAN
Address 1122 ORIOLE BEACH RD, GULF BREEZE FL. 32563
Phone 850-932-8197

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

Name TOM DAUNSON
Address 1122 ORIOLE Bch. Rd. GULF BREEZE FL. 32563
Phone _____

4. DATE, HOURS AND LOCATION OF EVENT:

SATURDAY
OCTOBER 26th, 2013 ; 2-6pm ; SOUTHWEST CORNER OF
SHORELINE PARK

5. GENERAL DESCRIPTION OF ACTIVITIES, ESTIMATED ATTENDANCE, NUMBER AND TYPE OF VEHICLES, IF ANY. IF A FUND RAISING EVENT, INDICATE PROPOSED USE OF FUNDS: CARNIVAL GAMES/BOOTHES, SKATE CONTEST, BASKETBALL TOURNAMENT, CONCESSIONS ETC. ; ESTIMATING 1000-2000 PEOPLE ; 100-300 CARS AT A TIME ;

Randy Pitman 8-7-13
Applicant's Signature/Date

[Signature] 9-9-13
Police Department's Approval/Date

City Manager's Approval/Date



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

September 25, 2013

To: Edwin Eddy, City Manager

From: *NR* Robert Randle, Chief of Police

Re: MOU for Internet Crimes Against Children Task Force

I have attached a memorandum of understanding for the North Florida Internet Crimes Against Children Task Force. We have assisted with local investigations but are not an "official" member of the Task Force. Our Investigators will be provided the necessary training and computers from the Task Force. Many local, state and federal agencies are involved with this Task Force and a high amount of cases are worked in our area. We will be able to initiate investigations and be eligible for Asset Forfeiture sharing. This Task Force comes under the umbrella of the Department of Justice thru the Gainesville Police Department. The City Attorney has already read and approved this MOU.

RECOMMENDATION: That the City Council approve the MOU.



**NORTH FLORIDA INTERNET CRIMES AGAINST CHILDREN TASK FORCE
MEMORANDUM OF UNDERSTANDING
MEMBERSHIP**

I. PARTIES

This Memorandum of Understanding (MOU) is entered into between the City of Gainesville, located in Gainesville, Florida, and the Gulf Breeze Police Department located in Gulf Breeze, Santa Rosa County, Florida.

Since 2003 the City of Gainesville Police Department has been selected as the Task Force Agency for the North Florida ICAC Task Force (ICAC) through a continuing cooperative agreement with the U.S. Department of Justice (DOJ) Office of Juvenile Justice and Delinquency Prevention (OJJDP).

II. PURPOSE

The purpose of this MOU is to formalize working relationships between agencies who agreed to work in a collaborative effort to combat technology-facilitated exploitation of children in the State of Florida and nationwide. The ICAC provides an infrastructure of technical assistance, equipment, training, and other funding opportunities to meet those goals.

III. RESPONSIBILITIES OF THE PARTNERING AGENCY

The undersigned affiliate agency agrees to perform the following actions throughout affiliation with the ICAC.

A. Attendance

Attend regular meetings hosted by the ICAC, where the individual's schedule allows. Notice of Task Force meetings is provided through email.

B. Investigations

Law enforcement affiliates will investigate CyberTips and intra-task force referrals through a method designated by the ICAC, and provide a timely response as required by the priority assigned.

C. Reporting

The affiliated agency must maintain a case log of ICAC related crimes, either through agency case management systems, or through one provided by ICAC. The chosen method must reflect both the investigative and prosecutorial process with timely accuracy.

Submit aggregate data through ICAC-specified method every 30 days, no later than the 15th day of the following month. An absence of submissions will result in declination to fund any agency activity. Submission of data showing inactivity will not necessarily result in a declination of assistance, although extended inactivity may result in termination of this agreement by the City of Gainesville.

Law enforcement affiliates must submit CaseTracker data if the undersigned is a recipient of \$20,000 of ICAC funding in a 12-month grant cycle, typically July 1 through June 30th of the following year.

D. Mental Health Services

Provide mental health services for any investigator or prosecutor involved in ICAC work, and not deny any investigator or prosecutor's request for removal from ICAC work. A particular frequency of preventative mental health screenings is not mandated, but is strongly encouraged at an annual basis.

IV. RESTRICTIONS

A. Operational Standards

Activities of ICAC are governed by the Operational and Investigative standards of the DOJ OJJDP. Member agencies must understand and comply with the standards, which are proprietary to the National Internet Crimes Against Children Working Group. A copy of these standards has been provided to each participating agency executing this MOU with the Gainesville Police Department.

B. Confidential Information

Any confidential information pertaining to investigations of ICAC crimes will be held in the strictest confidence, and will only be shared in a manner consistent with protections afforded under federal or Florida law, and with the approval of the agency that authored the record or produced the information or as otherwise required by federal or Florida law.

C. Media Relations

Individual members affiliated with the ICAC program may not speak on behalf of the ICAC Program as a whole, but may speak to members of the media about their own department's ICAC-related activities.

D. Funding/Reimbursement of Activities

All ICAC funding of partnering agency activities, to include travel, lodging, tuition, equipment, and/or sub-grants for ICAC related activities, will by default be provided through electronic funds transfer, as reimbursement upon successful conclusion of the activity, unless an alternate method is expressly previously approved by the ICAC Commander.

All funding is dependent upon the City of Gainesville remaining the Task Force Agency for the North Florida ICAC Task Force Program, and funding being available for reimbursement by the DOJ.

V. LIABILITY

All participants acknowledge that the Task Force is a joint operation in which all agencies act as partners. The City of Gainesville representative will act as the point of contact for supervisors and investigators from affiliate agencies.

Should any intended law enforcement activity conducted pursuant to this MOU conflict with any statute, regulation, or agency policy, the aforementioned statute, regulation, or agency policy shall take precedence and ICAC shall be so notified.

This MOU is not intended, and should not be construed, to create any right or benefit, substantive or procedural, enforceable by law or otherwise by any third party against the parties, the United States, or the officers, employees, agents, or other associated personnel thereof.

Subject to the provisions of § 768.28, F.S., or federal equivalent, as is appropriate to the agency, each agency shall assume the responsibility and liability, if any, for the acts and omissions of its own officers, agents or employees in connection with the performance of their official duties under this MOU.



City of Gulf Breeze

Police Department

Robert C. Randle
Chief of Police

Richard Hawthorne
Deputy Chief of Police

September 3, 2013

To: Edwin Eddy, City Manager

From: Stef Neff, Sergeant

Re: GovDeals Auction Items

I have attached a list of property below that I wish for the city council to deem surplus property in accordance with ordinance # 2-126. These items are of no use to the city any longer and need to be disposed of in accordance with Article 5, Gulf Breeze City Ordinance. As per our surplus property disposal procedures and unclaimed property rules, I would like to auction these items in the "Govdeals" auction site, with the proceeds being directly deposited into the city's general fund. All "Lots" indicated with an asterisk following the lot # will be restricted to bids only from police agencies and registered police sales companies.

RECOMMENDATION: That the City Council approves the auctioning of the attached city property in the manner described above.

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

Attachment to Surplus Memo 09-03-2013

Lot #e3

(1) HTC Smartphone, Model PJ40110 with car charger.

Lot #e4

(1) Unknown brand laptop, Model 5033 with 12volt power supply.

Lot #85

(1) Emerson Motor Model K55HX0SR-515.

Lot #86

(1) KD Distributing Vending Machine Model #FMR3

Lot #87

(1) IBM 6252 Impact Printer

Lot #88

(1) EIKI Model LC-XG210 Projector
(1) Sony Handycam Hi-8, Model CCD-TRV65, S/n 318637

Lot #89

(2) Radars: (1) Kustom Signals #EE20085
(1) Kustom Signals Eagle #E16811

Lot #90

(3) Radars: (2) Kustom Pro Signals Pro1000DS - #DS18396, #18397
(1) Kustom Talon #T04611



Gulf Breeze Police Department

Lot #91

(1) Vending Machine – Snacks & Drinks, Model FMR3, KD Distributing

Lot #92

(1) Vending Machine – Snacks & Drinks, Model FMR3, KD Distributing

Lot #93

(1) Smithco Super Star V Grounds Keeper tractor

Lot #94

(1) Dodge Truck 1999, white, VIN# 3B7KC26Z4XM551220

Lot #95

(1) Sony Trinitron color TV, black, Serial Number 9055885

Memo

TO: Edwin A. Eddy, City Manager

FROM: Mina Lanzetta, Natural Gas/Streets & Drainage/Stormwater Supervisor *Mina*

THRU: Vernon L. Prather, Director of Public Services

DATE: September 19, 2013

RE: Seawall replacement Montrose Boulevard

On September 9, 2013, Mr. Pete McIver, who lives at 416 Montrose Blvd, contacted City Hall and reported the City's wooden seawall, adjacent to his seawall is deteriorating and in need of repair. On September 10, 2013, staff inspected the seawall, took photos and spoke with Mr. McIver. During our discussion, staff discovered this part of the seawall is approximately 27 years old. Due to the condition, age and continuing erosion of the area, it is evident that replacement is imperative. Staff was directed to obtain quotes for replacement of the seawall and to include grading and tapering of the area to an inlet that will allow runoff to drain thru new seawall.

Proposals were obtained from the following:

Dale's Marine	(Gulf Breeze, FL)	\$10,983.50
Sea Horse Contractors	(Gulf Breeze, FL)	\$ 9,185.00
Loftis Marine Division	(Pensacola, FL)	\$ 7,500.00
Piers Plus, Inc.	(Navarre, FL)	\$ 6,481.00

RECOMMENDATION: City Council authorize Loftis Marine Division to proceed with replacement of seawall for \$7,500.00 due to availability to immediately start project and prior excellent work performance. This project will be funded from General Fund Capital Reserves.

Attach.

Loftis Marine Division,

7150 Clearwood Road.
Pensacola, FL 32526

PROPOSAL

Date	Proposal #
9/16/2013	Mont-A

CLIENT INFO:

City Of Gulf Breeze
Contact: Mina
Montrose Seawall Repair "A"

Location
Montrose Seawall R...

DESCRIPTION OF SERVICES	QTY	COST	Project Total
-Labor to remove old seawall and haul off & install new seawall in exact same location. Old seawall will be hauled off to the Gulf Breeze transfer station.	1	2,800.00	2,800.00
Labor only to pick up backfill from Gulf Breeze approved location and transport to the project site and fill and spread behind the wall. Grade will be tapered in order to direct drainage from the road to the new drain system installed behind the seawall. No backfill purchase is included in this proposal.	1	400.00	400.00
Labor and materials to purchase and install a drain box catch and 4" SDR pipe that will be extended through the wall for better water drainage management in this area.	1	450.00	450.00
***Billing is 100% when complete.			0.00
OPTION 1: Add to existing an approximate 3' rise x 6' base x 40' section of vinyl wall that is leaning with 40 tons (2 truckloads) of grey quarried limestone underlain with black erosion control fabric to hold the toe of the vinyl sheet piling in so that it does not kick out any further would add \$3,950.00. If you want to add rock to the entire 80' vinyl wall then you would double the 40' price.			

Project Total

Phone #	Fax #	www.Loftismarine.com
850-934-0530	850-478-3497	john@Loftismarine.com

Signature _____

Signature

[Handwritten Signature]
9/16/2013

Loftis Marine Division,

7150 Clearwood Road.
Pensacola, FL 32526

PROPOSAL

Date	Proposal #
9/16/2013	Mont-A

CLIENT INFO:
City Of Gulf Breeze Contact: Mina Montrose Seawall Repair "A"

Location
Montrose Seawall R...

DESCRIPTION OF SERVICES	QTY	COST	Project Total
No permitting drawings, administration, survey or engineering work is included in this proposal. As instructed, this is being labeled as an "Emergency Repair" performed by the City Of Gulf Breeze.			0.00
Mobilization, of heavy equipment and materials to the job site, and site clean up.	1	350.00	350.00
Installation of a seawall. Series TW-50 Tidewall Vinyl or equivalent 2"x8" Tripled Whaler System. 80 acq. rough cut. Seawall sheets to be 12' in length. Whaler is doubled on water side and single 2"x8" on land side. Tie back rods to be Type 316 stainless steel 5/8" x 12' including nuts and washers attached to a Mantaray earth anchor spaced on 5' centers. Wall hardware to be 3/8" Type 316 Stainless Steel attaching vinyl to whaler. Top cap to be pressure treated 18" wide walkway style top-cap banded with a 2 x 4" trim board. Screws fastening the deckboards to the wall will be type 316 Stardrive wood screws.			0.00
Brand Name Tidewall or Equivalent Series..... TW-50 Seawall length22' Main Wall & 6' Return wall on West end. Exposure height4-5' In-ground Depth7 to 8' Total Sheet Length12' -Materials Purchase including all taxes and deliveries	1	3,500.00	3,500.00

Project Total

Phone #	Fax #	www.Loftismarine.com
850-934-0530	850-478-3497	john@Loftismarine.com

Signature _____

Page 1

Signature

[Handwritten Signature]
9/16/2013

Loftis Marine Division,

7150 Clearwood Road.
Pensacola, FL 32526

PROPOSAL

Date	Proposal #
9/16/2013	Mont-A

CLIENT INFO:
City Of Gulf Breeze Contact: Mina Montrose Seawall Repair "A"

Location
Montrose Seawall R...

DESCRIPTION OF SERVICES	QTY	COST	Project Total
A 2-year Limited Construction Warranty is offered for this project. Any "Acts of God," natural events or damage received during or after construction by other than our construction techniques are not included in this warranty. This warranty is strictly for repairing damages received by improper construction. Any material warranties are the responsibility of the materials supplier. See copy of manufacturer warranty attached.			0.00

Project Total	\$7,500.00
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Phone #	Fax #	www.Loftismarine.com
850-934-0530	850-478-3497	john@Loftismarine.com

Signature _____

Page 3 Signature _____

[Handwritten Signature]
9/18/2013



LIMITED LIFETIME TRANSFERABLE PRODUCT WARRANTY

Tidewall, manufacturer of premium Tidewall Vinyl Sheet Piling Products, along with its parent company Regenex Corporation, stands behind its vinyl sheet piling products with the best warranty in the business. Tidewall Vinyl Sheet Piling Products are guaranteed to be free from manufacturing defects, and from corrosion, rot, splitting, or brittleness caused by UV damage, for a lifetime, subject to the following limitations and conditions.

If a covered defect occurs, Tidewall will, at its option, supply replacement product or refund, on a pro-rated basis, the original sale price of the defective portion of the Tidewall Vinyl Sheet Piling material. Tidewall reserves the right to inspect any material submitted as a claim, and will be the sole judge of whether any defect is a covered defect.

This warranty does not cover freight, labor, installation, removal, or other expenses associated with the claim or replacement remedy.

Tidewall does not cover damage to its Vinyl Sheet Piling products which is a direct result of storm damage or other acts of God, abuse, misuse, exposure to harmful chemicals and pollutants, faulty installation, or if the product is used for purposes for which it was not originally intended.

Tidewall makes no warranties, express or implied, other than those that are listed herein.

This warranty may be transferred to a new property owner, prior to closing, with the written approval of an officer of Tidewall.

All warranty claims or questions should be submitted in writing to:

Tidewall Warranty Department
P.O. Box 608
One New Street
West Middlesex, PA 16159



Piers Plus, Inc.
 8178 Navarre Pkwy.
 Navarre, FL 32566
 PH: 850-939-8808 FX: 850-939-6633
 Email: piersplusmarine@gmail.com
www.piersplusinc.com

Estimate & Contract

Date	Estimate #
9/17/2013	16137

Name / Address
City of Gulf Breeze Mina Lanzetta

Project Location
Montrose Seawall

Description	Total
Demo: Removal of existing wood wall. All materials to be hauled from site and disposed of.	911.00
Vinyl Wall Specifications Installation of approximately 28' of 4' exposed height vinyl wall. (23' across the front and (1) return 5') Sheet Pilings: "Tidewall" (series TW50) 12' in length. Stringers: 2" x 8" (.80 pressure treated) doubled on front and singled on back. Deadman System: "Manta-Ray" Earth anchor attached to a 5/8" x 12' stainless steel tie-back rod spaced 5'4" on center. Cap: 2" x 6" x 16" "Deck Style" (standard pressure treated). 2" Drains will be installed every 10' o/c.	4,675.00
Backfill Specifications After the wall is installed, (1 truckload) of clean sandy backfill will be installed landward. Installation of (2) 12" drain Boxes behind wall and 4" piping through wall to divert water. (1) pallet of centipede sod will be installed on new fill.	895.00
General Conditions 1. If project is not started within 60 days of contract acceptance, then the material prices are subject to change. 2. Piers Plus, Inc. is not responsible for any damage to sprinkler lines, septic tanks or any other buried utilities unless we are informed and the areas are clearly flagged. Before any project starts, a plan of access will be agreed upon by Piers Plus and the owner. 3. Piers Plus, Inc. is fully licensed marine construction company and has general liability and worker's compensation insurance on all of its employees and equipment. Copies can be furnished upon request. 4. All projects constructed by Piers Plus, Inc. are under warranty for a period of 1 year. This warranty does not cover any instances of severe weather or acts of god. Any modifications to the project by the owner will also void said warranty. 5. Please add 2.5% to any amounts paid by Visa, Mastercard or Discover.	
Payment schedule to be as follows: 1. Balance due upon completion.	
Total	\$6,481.00



I accept the proposed estimate as specified above.

Signature _____



SEA HORSE
GENERAL CONTRACTORS INC.
 Since 1979 ~ License # RG0030696

4238 Gulf Breeze Parkway
 Gulf Breeze, FL 32563
 850.932.0927
 850.932.7430 fax
 seahorsecontract@bellsouth.net

OWNER COPY

Page No. 1 of 2 Pages

JOB NAME	GULF BREEZE - MONTROSE - 9.18.13		
LOCATION	P.O. Box 640 - 1040 Shoreline Dr.		
CITY/STATE	Gulf Breeze, Fl. 32562		
HOME	DATE	9/18/2013	
WORK 934-5108	FAX	934-4042	
CELL	EMAIL	mlanzetta@gulfbreezefl.gov	

Submitted To: City of Gulf Breeze, C/o Mina Lanzetta
 P.O. Box 640 - 1040 Shoreline Dr.
 Gulf Breeze, Fl. 32562

We hereby submit specifications and estimates for:

Scope of work:

- Remove existing wood wall and replace with new vinyl wall as follows:
- Excavate landward of existing wood sea wall. Demo wood wall and place in Dumpster
- Install new vinyl wall by attaching to existing vinyl wall on East side using the same elevation.
- Install approx 5' return wall along existing wood wall on West side.
- Install a PVC drain at location designated by others. (Low area near center of site)

Backfill using combination of existing spoil and new sand fill.

Permitting: N/A

TOTAL \$9,185.00

For additional information see page:

We hereby propose to furnish material, labor, & equipment in accordance with these specifications for the sum of :

\$9,185.00 *9* Thousand *1* Hundred *85* Dollars
\$2,500.00 Upon delivery of material & start of work.
 Balance due upon completion

All materials are guaranteed to be as specified. All work will be completed in a workman like manner according to standard practices. Any alteration or deviation from the specifications involving extra cost will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon accidents or delays beyond our control. Material prices are good for 30 days. Our workers are fully covered by Worker's Compensation and Public Liability Insurance.

This proposal may be withdrawn if not accepted within 30 days.

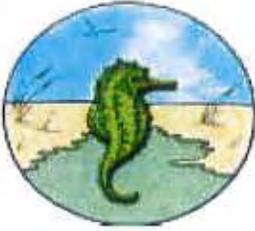
Authorized: Steve Nord 9/18/2013

Acceptance of Proposal :

The 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.

Signature _____
 Date _____

Signature _____
 Date _____



Sea Horse General
Contractors, Inc.
4238 Gulf Breeze Parkway
Gulf Breeze, FL 32563
850.932.0927
850.932.7430 fax

JOB NAME	GULF BREEZE - MONTROSE - 9.18.13
ADDRESS	P.O. Box 640 - 1040 Shoreline Dr.
CITY & STATE	Gulf Breeze, FL. 32562

SEA WALL SPECIFICATIONS

Vinyl:	Tide Wall - Series 50 (TW-50) - 12' in length.
Vinyl Corners:	One 12' corner (TW-50)
Wales / Front:	2" x 8" x 16' - .80 cca - Rough Cut Pressure Treated Lumber
Wales / Rear:	2" x 6" x 16' - .80 cca - Rough - Cut Pressure Treated Lumber
Wale / Nails:	#20 Hot Dip Galv
Dead Men:	6" x 8' - .80 cca - Pressure Treated Poles
Drag Plates:	2" x 8" x 2' - .80 cca - Rough - Cut Pressure Treated Lumber
Cap:	2" x 12" - .40cca - Rough Cut Pressure Treated Lumber
Cap Fasteners:	Stainless Steel Nails
Tie Rod Kit:	316 Stainless Steel Threaded Rods 5/8" x 12'
Lag Kit:	Stainless Steel 2" x 5/16"
Carr. Bolt Kit:	Stainless Steel 2" x 5/16"
Thru - Bolts Kit:	316 Stainless Steel Threaded Rods 1/2" x 16"
Weep Holes:	Each with replaceable filters - installed ea. 10'
Filter Weave:	N/A
Equip. Rental:	N/A
Backfill:	See spec on page 1
Sprinklers:	N/A
Rip - Rap:	N/A
Sod:	N/A

The prices, specifications and conditions are satisfactory and are hereby accepted.

Signature _____ Signature _____
Date _____ Date _____



1773 Abercrombie Road
 Gulf Breeze, Fl 32563
 (O) 934-6360 (F) 934-6361

PROPOSAL/CONTRACT

DATE	ESTIMATE NO.
9/16/2013	2013-225

NAME / ADDRESS
City of Gulf Breeze Mina Lanzetta

Phone Number
934-5108
Cell Number
232-0900
Fax Number

E-mail	TERMS	Good Thru	PROJECT
dale@dalesmarine.com	50%/Balance	1/1/2014	

DESCRIPTION	QTY	COST	Total
THE CUSTOMER IS SUPPLYING ALL APPLICABLE PERMITS FOR THIS PROJECT.			
Fee, by the hour, to transport the track-hoe barge to and from the jobsite.	2	125.00	250.00
Equipment mobilization, materials location and delivery, fuel expenses, pump set up and breakdown, site clean up, etc...		475.00	475.00
Labor and equipment to demo, haul-off and dispose of the existing wooden seawall and to dig out and prepare for the installation of the new vinyl seawall.		750.00	750.00
Purchase and installation of 32 linear feet of Shoreline series 700 vinyl seawall. This footage is based on approximately 22' of main wall with one 10' return wall with an exposed height of 5'. We will use 14' long sheets for this project. The framing material will be .80 cca treated 2" x 8" with a doubled whaler on the outside of the wall and a single whaler on the inside of the wall. All hardware will be stainless steel including 5/8" x 12' stainless steel tie back rods attached to MR-1 Manta Ray anchors. The deadman tie back system will be placed on 5' 4" centers. The wall will be topped with a pressure-treated wood top cap that will be fastened with 3" Stainless steel screws.	32	178.80	5,721.60
OPTIONAL: Labor, equipment and materials to vibrate in 3 - 8" x 20' 2.5 CCA Pilings spaced evenly across the 16' section of the existing seawall where the toe is leaning out. This will prevent this section of seawall from moving out any more in the future. NOTE: The price for this option would be \$885, and is not included in the bottom line of this proposal.	0	885.00	0.00
Labor, equipment and materials to build a 4' x 4' culvert using re-used vinyl sheet pilings. The floor of the culvert will be poured concrete. There will be a 12" x 16' corrugated plastic drain pipe installed on the lower waterward side of the culvert and out through the seawall. The top of the culvert will be framed with ground contact pressure-treated lumber and will be deck with Thru-Flow grated decking material.		3,786.90	3,786.90
This can also be used as a contract if signed by both parties.		Total	

DMC is a fully insured company. We carry worker's compensation, \$1,000,000.00 in liability insurance and pay all state and federal taxes.



1773 Abercrombie Road
 Gulf Breeze, FL 32563
 (O) 934-6360 (F) 934-6361

PROPOSAL/CONTRACT

DATE	ESTIMATE NO.
9/16/2013	2013-225

NAME / ADDRESS
City of Gulf Breeze Mina Lanzetta

Phone Number
934-5108
Cell Number
232-0900
Fax Number

E-mail	TERMS	Good Thru	PROJECT
dale@dalesmarine.com	50%/Balance	1/1/2014	

DESCRIPTION	QTY	COST	Total
Notes: 1. The customer will be responsible for any and all permitting/engineering fees. 2. No electrical or plumbing work has been included in this quotation. 3. No yard restoration has been included in this quotation. 4. Any additional work that is requested to be done by the customer that is not included in the contract is best arranged by the estimator, and will be bill at a rate of \$125.00 per hour for two men and equipment. Additional materials for this will be billed at cost plus 20% 5. Warranty/ Guarantee: Materials by Supplier, With construction/assembly by Dale's Marine Construction, Inc. This is a limited 1 years,Construction Warranty/Guarantee. Acts of God, intense weather and the like, Modifications to installation or inadequate maintenance, nullify this agreement during and after installation. Corrosion conditions that arise with metallic fasteners will be corrected with the " cold galvanization process".			0.00
This can also be used as a contract if signed by both parties.		Total	\$10,983.50

DMC is a fully insured company. We carry worker's compensation, \$1,000,000.00 in liability insurance and pay all state and federal taxes.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: September 24, 2013
RE: Water Management District Grant Application

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

The Northwest Florida Water Management District has received \$10 million in grant money for projects designated to water supply development. The scope of the grant funding includes the development and enhancement of reclaimed water supplies for irrigation. \

Staff discussed several alternatives for the City's potential application in conjunction with the reclaimed system, which include the interconnection with the Navarre Beach WWTF, aquifer storage and recovery and an elevated tank. With the available funding and permitting issues, staff wishes to submit only for an elevated reclaimed water storage tank.

Baskerville-Donovan has submitted a proposal to submit the application by October 31st for a fee of \$3,150.00. If the project is awarded, we will have to complete a request for qualifications advertisement and selection process to choose the actual design firm.

RECOMMENDATION: The City Council approve the proposal from Baskerville-Donovan for \$3,150 to complete the grant application to the Water Management District for a reclaimed water elevated tank.

September 18, 2013

Vernon Prather, Director of Public Services
City of Gulf Breeze
1070 Shoreline Dr.
Gulf Breeze, Florida 32561

RE: Water Management District Grant Application
BDI Project Number 20410.17

Dear Mr. Prather,

The Northwest Florida Water Management District (NFWFMD) has opened grant program for the Water Supply Development Community Assistance Initiative to help communities across the District meet local water supply challenges while also addressing regional priorities for water resource protection and management. This program is open to local governments and publicly owned utilities providing water supplies to northwest Florida communities. Eligible projects may include reuse of reclaimed water and conservation projects that result in quantifiable water savings as well as traditional water supply development and alternative water supply development projects.

It has been recently demonstrated that the Gulf Breeze reclaimed water system has two significant issues. The first issue is related to the ability to move reclaimed water down the line to meet demands, especially since the use of the main occurs mostly at the same time and is not spread across the course of a day. The second issue is having enough reclaimed water during drought periods. The solution to these problems could be the addition of elevated storage on the reclaimed water system, increased withdrawals from surfacewater and groundwater supplies and upgrades to the effluent pump station. The first step would be establish and elevated reservoir that could help buffer peak periods of pumping.

Staff has requested that Baskerville-Donovan, Inc. (BDI) submit an application to the NFWFMD for the design and construction of an elevated tank in the area of Pensacola State College. The application must demonstrate support of the NFWFMD's core mission; address statutory water supply priorities; demonstrate an environmental benefit; demonstrate the readiness to implement the project if selected; demonstrate financial need; demonstrate the ability to operate and maintain the constructed facilities; clearly identify the anticipated outcome of the proposed project; provide discussion on the utilities conservation measures currently in practice.

BDI proposes to complete the application and submit to NFWFMD for the lump sum amount of **\$3,150** plus direct expenses. Time is of the essence since all submittals must be received by October 31, 2013.

Please contact us if you have any questions. Otherwise, the City may accept this proposal for the application submittal services by executing below and returning an original to Baskerville-Donovan, Inc.

As always, we appreciate this opportunity to be of service.

Sincerely,

BASKERVILLE-DONOVAN, INC.



Richard W. Delp, CSI, CDT
Project Manager

ACCEPTED:

CITY OF GULF BREEZE

Date: _____



City of Gulf Breeze

Memorandum

To : Mayor and City Council
From :  Darwin A. Eddy, City Manager
Date : September 27, 2013
Subject: **Change Order, LED Lighting, Tiger Point**

At a City Council meeting in July, the City Council approved the installation of LED lighting at Tiger Point Golf and Country Club. The total cost of the project was priced at \$18,749. The estimated cost recovery time period was less than one year.

Following commencement of the work, additional areas were identified for conversion to LED lighting including the maintenance and cart storage area beneath the Club house and exterior lighting. Attached please find a quote from our contractor, Gulf Coast LED Lighting, for this additional scope of work. The added cost will not exceed \$11,556 and the estimated payback is 1.34 years.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE A CHANGE TO THE PURCHASE ORDER FOR GULF COAST LED LIGHTING IN THE AMOUNT OF \$11,556 FOR THE ADDITIONAL CONVERSION OF LIGHTING AT THE TIGER POINT GOLF AND COUNTRY CLUB.

Gulf Coast LED Lighting - ROI Summary

Client Information

Tiger Point Golf Club c/o City of Gulf Breeze
 Ron Pulley
 1255 Country Club Road
 Gulf Breeze FL 32563

**Exterior lighting tubes and bulbs for TPGC:
 \$11,600 investment yields over
 \$65,000+ in savings over 10 years!
 Your payback is 16 MONTHS!!!!!!**

Financial Benefits

Final Cost Results	LED
Total LED Bulb Cost:	\$ 8,520.51
Total Estimated Installation Cost:*	\$ 3,035.00
<i>Sub Total:</i>	\$ 11,555.51
Total Rebate Incentive:	\$ 2,766.90
Total Out of Pocket Cost:	\$ 8,788.61
Total HVAC Savings Annually:	\$ -
Total LED Maintenance Savings Annually:	\$ 1,121.50
Total LED Maintenance Savings over 10 Years:	\$ 11,215.00
Total Current Electrical Cost Annually:	\$ 6,731.20
Total LED Electrical Cost Annually:	\$ 1,292.58
Total LED Electrical Savings Annually:	\$ 5,438.62
Payback Period in Months:	16.08
Payback in Years:	1.34

LED RETURN ON INVESTMENT (ROI) & SAVINGS	LED
Total LED Savings Monthly:	\$ 546.68
Total LED Savings Annually:	\$ 6,560.12
Total LED Savings Over 10 Years:	\$ 65,601.19
kWh Saved per Day:	110.676
kWh Saved per Year:	40286.064
Average Lamp Years Gained Using LED:	7.33

Environmental Benefits

	Current	LED
Annual System Electricity Usage (kWh):	49860.72	9574.66
kWh Cost:	\$ 0.135	\$ 0.135
Annual System Cost:	\$ 7,852.70	\$ 1,292.58
Total Annual CO2 Emissions (Metric Tons):	53580.47	
Total CO2 Emissions Reduction (%):	19%	
Emissions Reduction (Metric Tons):	26.790	
Energy Savings from kWh Reduction:	\$ 6,560.12	
Tree Planting Equivalent (Acres of Trees):	10.304	
Total LED Savings Percentage:	81%	

* Installation costs are estimated; final pricing subject to change.



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: September 25, 2013
RE: Drainage Mitigation Projects

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

The Department of Transportation will be required to construct drainage projects to mitigate the stormwater treatment required for the replacement bridge. The initial list of projects did not include any from the City of Gulf Breeze. The City had its consultant prepare a preliminary document detailing three projects that would meet the needs of the Department for portions of the mitigation.

In response, the Department has advised the City that it should complete the design, permitting and cost estimating in order to be included in the RFP for the design/build services. To that end, Baskerville-Donovan has provided these projects. Baskerville-Donovan was selected as one of the City's two stormwater consultants in an RFP from 2009.

Committing the money to this design has the downfall that the work may not be funded for construction. The Department will have to decide to include the work in its RFP and the chosen design/build firm will have to choose to do the City projects. The positive side is that these projects are submitted for other grant funding opportunities, and by completing the design and permitting the City increases the chances for funding as "shovel ready" projects.

Baskerville-Donovan has proposed to complete the design and permitting for \$125,000 with a schedule of approximately 10 months. The schedule includes thirty days of City staff review and ninety days for permit review, which we hope to shorten.

Funding should be from the General Fund capital reserve as there is no budget for capital projects in the Stormwater Fund.

RECOMMENDATION: The City Council approve the design and permitting of the FDOT drainage mitigation projects by Baskerville-Donovan, Inc. for a fee of \$125,000.

September 23, 2013

Vernon Prather, Director of Public Services
City of Gulf Breeze
1070 Shoreline Dr.
Gulf Breeze, Florida 32561

RE: Stormwater Mitigation Options Design and Permitting
BDI Project Number 20410.16

Dear Mr. Prather,

The Florida Department of Transportation (FDOT) has plans for the replacement or widening of the existing four-lane bridge across Pensacola Bay to a six-lane bridge with associated roadway approaches. FDOT commissioned a Project Development and Environment (PD&E) Study for SR 30 (US 98) Pensacola Bay Bridge Replacement from 17th Avenue in Escambia County to Baybridge Drive in Santa Rosa County, Florida. The purpose of the study was to identify and evaluate potential stormwater management facility locations or treatment options to serve the proposed bridge widening and provide recommended pond locations or treatment options. Reynolds, Smith, and Hills, Inc. (RS&H) was selected to provide the Pond Siting Report (Report).

In January 2013, RS&H published the final version of the report. Due to the lack of available property within the project limits, the goal of the Report was to determine the requirements and potential locations of compensatory stormwater treatment facilities or options for the recommended bridge replacement alternative. Four potential compensatory sites were identified in the vicinity of the City of Pensacola and four were identified in the vicinity of the City of Gulf Breeze. However, the Report only identifies three sites in the vicinity of the City of Gulf Breeze. Items considered in the evaluation of each of these sites was land acquisition, pond access, floodplain impacts, land use, utility conflicts, environmental impacts, social impacts, and costs. The Report narrowed the sites down to two locations in the vicinity of the City of Pensacola and determined all locations in the City of Gulf Breeze were not viable options. A potential site behind Taco Bell was eliminated due to the site being too small with habitat issues. A potential site referred to as Soundview Pond was eliminated due to the site being too small with wetland impacts, and the third possible project was a septic tank abatement program that was eliminated due to complex permitting issues.

The City of Gulf Breeze (City) was not satisfied that the proposed stormwater mitigation projects identified within the City were deemed to be “not viable” options in the RS&H report. Baskerville-Donovan (BDI) was asked to evaluate some of the stormwater basins within the City to determine if any were indeed viable options. In June 2013, BDI submitted a Drainage Basin Storage and Treatment Volume Evaluation that reviewed three potential stormwater mitigation options. The three stormwater basins reviewed were the Eufaula Street Outfall Treatment Basin, **Figure 1**; the Camelia/Bear/Navarre/York/Cumberland/Warwick Road Outfall Basin (specifically the Camelia Sub-Basin), **Figure 2**; and the Soundings Outfall Treatment Basin, **Figure 3**. This report was presented to RS&H and FDOT District 3 for consideration as inclusions to the Pond Siting Study. After review, FDOT has requested that the City bring these three stormwater

mitigation projects to complete design and permitted in order for them to be included in the Request for Proposals for the bridge replacement project.

SECTION I: SUMMARY OF BASIC ENGINEERING SERVICES

BDI is pleased to submit to the City the following Scope of Work that will provide the design and permitting of the three mitigation options.

- | | |
|----------|--|
| Phase 1. | Field Data Collection Services |
| Phase 2. | Plans, Specifications and Contract Documents |
| Phase 3. | Permitting Services |

Phase 1: Field Data Collection Services

Phase 1.1 Data Collection, Survey and Utilities

This phase will include review of available maps and data, including existing utilities, right of way limits and adjacent parcel boundaries. A route and topographic survey will be performed. The survey will locate existing improvements and underground utilities identified by Sunshine One Call locate service. The identified utilities will not be excavated to establish the physical location, size and depth. Subsurface borings, performed as part of a geotechnical investigation will be located and included in the survey. Horizontal and vertical control points will be installed for design and construction activities. Horizontal controls will be referenced to State Plane Coordinates (NAD 83) and vertical controls will be referenced to NAVD 88 datum. A base map of existing conditions will be prepared for use in concept design development.

Phase 1.2 Geotechnical Investigations

Geotechnical investigations will be performed as necessary to identify subsurface considerations for the design of stormwater ponds, installation of stormwater pipe and drainage structures. The geotechnical investigations will be performed in accordance with the NW ERP Applicant's Handbook and Chapter 62-346 F.A.C.

Phase 2: Plans, Specifications and Contract Documents

Phase 2.1 Conceptual Design Alternatives

This phase will include review of the data collection documents obtained and prepared in Phase 1 and development of conceptual design alternatives based on the obtained data. Preliminary layouts will be prepared to evaluate potential stormwater facilities, utility relocations, and easement requirements. The layouts and topics of evaluation will be discussed with City Staff before proceeding with preparation of construction plans.

Phase 2.2 Construction Plan Preparation

Construction plans shall be prepared from the preliminary layouts discussed with the City. The construction plans shall be submitted for review at the 60%, 90% and 100% design stages.

The utility providers shall be notified of the proposed design and construction. Utility maps will be obtained and compared with field located improvements. Design of improvements will be coordinated with the utility providers. Plans-in-hand walk through meetings will be scheduled, as necessary, with the utility providers prior to final plan development.

Phase 2.3 Opinion of Probable Construction Cost

Estimates of probable cost will be prepared for each review submittal. The opinions of cost will be discussed with City Staff at each stage of development.

Phase 2.4 Contract Documents and Specifications

Bid documents, forms and specifications, ready for bidding of the three stormwater mitigation projects will be prepared. A bid form will be prepared from the 100% estimate of probable cost.

Phase 3 Permitting Services

An application for stormwater management will be prepared and submitted in accordance with Chapter 62-346, FAC. The application package will include the design documents and supporting calculations. The submittal package will be coordinated with the permit regulator including responses to requests for additional information. These services do not include end of construction certification.

SECTION II: SCHEDULE

The following is a project schedule by milestone task from the "Notice to Proceed" through the final, ready to advertise, contract documents. The total project schedule is based on the Owner's review periods of 7 calendar days at each submittal. It is anticipated that the project schedule will be 305 days with Planning Phase of Preliminary Engineering work occurring simultaneously. The overall project schedule is dependent on a timely response review from the FDEP in reviewing the completed permit application documentation.

Milestone Task	Calendar Days (each Task)	Calendar Days (from NTP)
Notice to Proceed	0	0
Field Data Collection (Surveying, Geotechnical)	60 *	
Preliminary Engineering	60	60
Client Review Duration	10	70
60% Plans and Specifications Outline	60	130
Client Review Duration	10	140
90% Plans and Specifications	45	185
Owner Review Duration	10	195
Final Released for Bid Contract Documents	20	215
Permitting (Estimation based on statutory state requirements)	90	305
Total Project Duration until Ready for Bidding		305

* Field Data Collection will be simultaneous to Prelim Eng, and not additive to schedule.

SECTION IV: METHOD OF COMPENSATION

Phase 1.1, Phase 2 and Phase 3 shall be on a lump basis as indicated below.

Basic Engineering Services

Phase 1.1	Field Data Collection Services	\$ 43,750
Phase 2	Engineering Design and Contract Documents	\$ 59,250
Phase 3	Permitting	\$ 12,000
	Total	\$ 115,000

If authorized by the City, BDI will provide Additional Engineering Services as requested. For the Phase 1.2 service to be performed by a sub-consultant, we propose an initial allowance as indicated. These services will be provided subsequent to submittal and approval of proposals by the City for the identified services.

Sub-Consultant Allowances

Phase 1.2	Geotechnical Investigation (Allowance)	\$10,000
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BDI will perform the above services for a fee not to exceed **\$125,000** without further authorization from the City. This fee is considering \$115,000 on a lump sum basis and \$10,000 as an allowance for geotechnical investigations.

BDI shall invoice the City monthly based on percent of the tasks completion. Please contact us if you have any questions. Otherwise, the City may accept this proposal for the identified services by executing below and returning an original to Baskerville-Donovan, Inc.

As always, we appreciate this opportunity to be of service.

Sincerely,

BASKERVILLE-DONOVAN, INC.



Richard W. Delp, CSI, CDT
Project Manager

ACCEPTED:

Mayor, CITY OF GULF BREEZE

Date: _____

Attest: _____
City Clerk

Drainage Basin Storage and Treatment Volume Evaluation

FOR

**Pensacola Bay Bridge PD&E Study
Gulf Breeze, FL**

PREPARED FOR:

The City of Gulf Breeze

June, 2013

PREPARED BY:

**Baskerville-Donovan, Inc.
449 West Main Street
Pensacola, FL 32502
Engineering Business: EB0000340**

Baskerville-Donovan, Inc. (BDI) performed an evaluation to determine potential compensatory treatment sites for stormwater runoff in the City of Gulf Breeze (City). By removing pollutants from untreated stormwater runoff discharged into surface waters surrounding the City, these treatment sites will mitigate impacts caused by development associated with the new Pensacola Bay Bridge. Watershed basin areas and treatment pond volumes for the proposed bridge were derived from the Pensacola Bay Bridge Project Development and Environmental (PD&E) study prepared by RS&H.

One half of the proposed Bay Bridge will be constructed in Pensacola, while the other half constructed within the City of Gulf Breeze. For the portion of the new bridge constructed in Gulf Breeze, the study suggests the City will be required to construct approximately 2.94 acre-feet of wet detention treatment ponds to offset impacts created by both the concrete bridge and its associated asphalt roadway. This Drainage Basin Storage and Treatment Volume Evaluation will briefly discuss potential stormwater treatment sites within the City. Furthermore, this evaluation will offer cost estimates to research and create a report detailing the compensatory treatment sites which can be included in future versions of the PD&E study.

Eufaula Street Outfall Treatment

The “Eufaula Street Outfall” stormwater collection system conveys water from a basin generally bordered by Shoreline Drive, Hampton Street, York Street and Navarre Street, as depicted in **Figure 1** below.



Figure 1. – Eufaula Street Outfall Location Map

Figure 2 outlines a relative sub-basin for the Eufaula Street outfall watershed. The sub-basin is approximately 63 acres in size, is land-locked and is developed with few undeveloped parcels. Precipitation within the Eufaula Street watershed falls on impervious surfaces, such as asphalt roadways, concrete sidewalks and driveways, rooftops, and swimming pools. Most other surfaces within the sub-basin consist of pervious surfaces such as sodded yards, landscaped areas, and gravel drives. If improved, the Eufaula Street Outfall would have a wet detention volume of approximately 5.25 Acre-Feet at one (1) inch of runoff from the contributing area.

Infrastructure within this sub-basin was constructed in the 1950's and 1960's, prior to the implementation of the 1982 State surface rule (Chapter 17-25 FAC). As a result, untreated runoff generated by storm events flows into gutters, ditches, and channels and is conveyed into surface waters. Stormwater collected within the Eufaula sub-basin is currently conveyed to a central pump station, then pumped south across Shoreline Drive. South of Shoreline Drive, stormwater discharges into a small bayou south of Eufaula Street. The bayou is connected to Santa Rosa Sound, the ultimate destination for untreated runoff from the Eufaula Street sub-basin.

Several potential best management practices (BMP's) exist to treat stormwater runoff from the Eufaula Street watershed. In its current state, stormwater facilities provide limited pollutant removal for runoff generated by the watershed. Runoff from the sub-basin picks up many pollutants, including but not limited to greases, oils, fertilizers, pesticides, sediment, and organic debris which are directly discharged into the Bay system and its tributaries. Untreated runoff has long-term negative impacts on the overall ecosystem of the bay and the biological communities that call the Bay home, including fish, shrimp, oysters, sea grass, etc. Stormwater retrofit projects are designed to reduce pollutants in stormwater runoff and promote conditions to improve the overall aquatic habitat of Florida's bays, rivers, and lakes.

Wet detention or dry retention ponds are the most effective means of removing pollutants from runoff prior to discharge from a watershed basin. However, this BMP is not practical in highly developed urban settings where few undeveloped parcels exist. In this case, the City owns a large parcel in Shoreline Park, located about one-half mile to the east of the Eufaula Basin. Shoreline Park is split into two halves, Shoreline Park North and Shoreline Park South. Shoreline Park North, which lies north of Shoreline Drive, is a highly developed athletic and recreation complex. Few opportunities exist in Shoreline Park North for large scale stormwater treatment solutions.



SOURCE: SANTA ROSA COUNTY G.I.S.

Figure 2. – Eufaula Street Outfall Basin

However, south of Shoreline Drive is Shoreline Park South (Park). This parcel consists of uplands and wetlands and is mostly undeveloped. The Park is bisected by a ridge line which separates the uplands from the wetlands, as depicted in **Figure 3**. Using the existing Shoreline Park Master Plan (Plan) as a starting point, BDI incorporated a series of wet detention ponds into the Plan for the Park. The existing Plan called for additional access points connected by system of walking trails and boardwalks. The Plan was modified, incorporating an additional access point across from the main entrance to Shoreline Park North, additional walking trails, and stormwater treatment ponds. With appropriate landscaping, the ponds will not only add an additional element to the natural beauty of the Park but also significantly increase removal of pollutants in runoff from several landlocked basins within the City. Ultimately by modifying the Plan in this manner, Shoreline Park North would remain the recreational hub of the City, while Shoreline Park South would provide a natural oasis for the residents of the City.

Treated stormwater runoff from the ponds would eventually be conveyed into the coastal wetlands south of the ridge line in the Park. In this scenario, wetlands would benefit from having a constant supply of fresh water to keep them hydrated, while runoff conveyed from the ponds would be further treated by the vegetation and biological processes within the wetlands prior to discharging into Santa Rosa Sound. This symbiotic relationship would ensure the health of the wetlands and also protect the aquatic vegetation and biology of Santa Rosa Sound for years to come.

Engineering fees associated with creating a detailed report for the Eufaula Street Outfall mitigation option would cost approximately \$10,765; as outlined in **Table 1**.

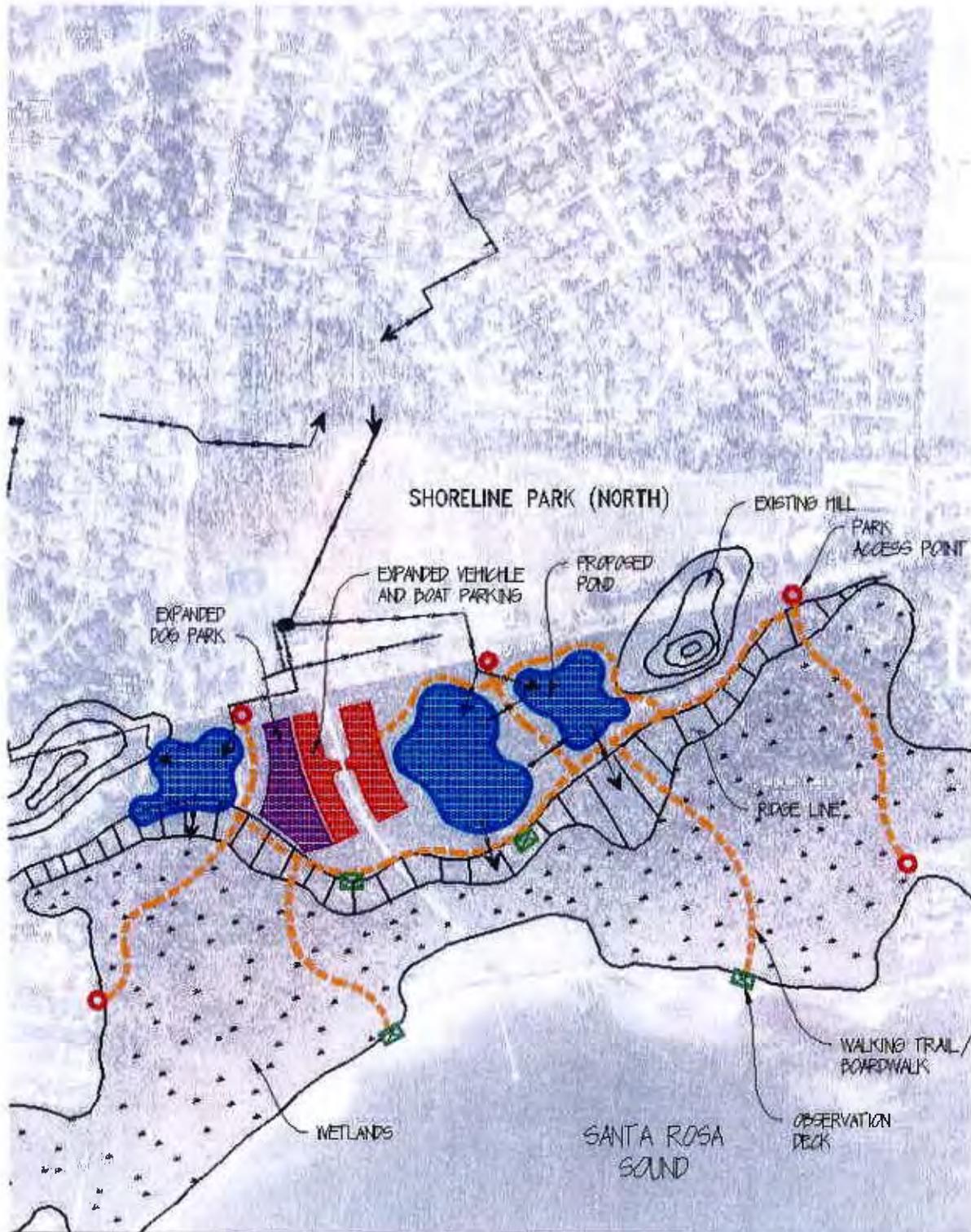


Figure 3. – Possible Wet Detention Ponds for Shoreline Park.

MANHOUR AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	DESIGN ENGINEER	CADD/ DESIGNER	CLERICAL	TOTAL MANHOURS	FEE	
SITE DESIGN								
	\$135.00	\$135.00	\$95.00	\$65.00	\$45.00			
BASIN RESEARCH								
1 Identify basin area		1	8		1	10		
2 Site visit/Research current conveyance and outfall information		1	16		1	18		
3 Prepare schematic layout		1	8		1	10		
Subtotal	0	3	32	0	3	38	\$3,580.00	
HYDRAULIC DESIGN								
1 Determine base flow rate		1	8			9		
2 Establish control rate for storm events		1	2			3		
3 Determine minimum pipe sizes and slopes		1	4			5		
4 Examine possible outfall solutions		1	8			9		
5 Model stormwater for maximum pond stages and discharges		1	24			25		
Subtotal	0	5	46	0	0	51	\$5,045.00	
REPORT PREPARATION								
1 Prepare report		2	16	4	2	24		
Subtotal	0	2	16	4	2	24	\$2,140.00	
							TOTAL ENGINEERING FEE	\$10,765.00
							TOTAL SURVEYING FEE	\$0.00
							TOTAL LUMP SUM FEE	\$10,765.00
							TRAFFIC CONSULTANT ALLOWANCE	\$0.00
							GEOTECH CONSULTANT ALLOWANCE	\$0.00
							TOTAL ALLOWANCE	\$0.00

Camelia/Bear/Navarre/York/Cumberland/Warwick

The “Camelia/Bear/Navarre/York/Cumberland/Warwick Street Outfall” (Camelia) sub-basin is located in the central part of the City, as depicted in **Figure 4** below.

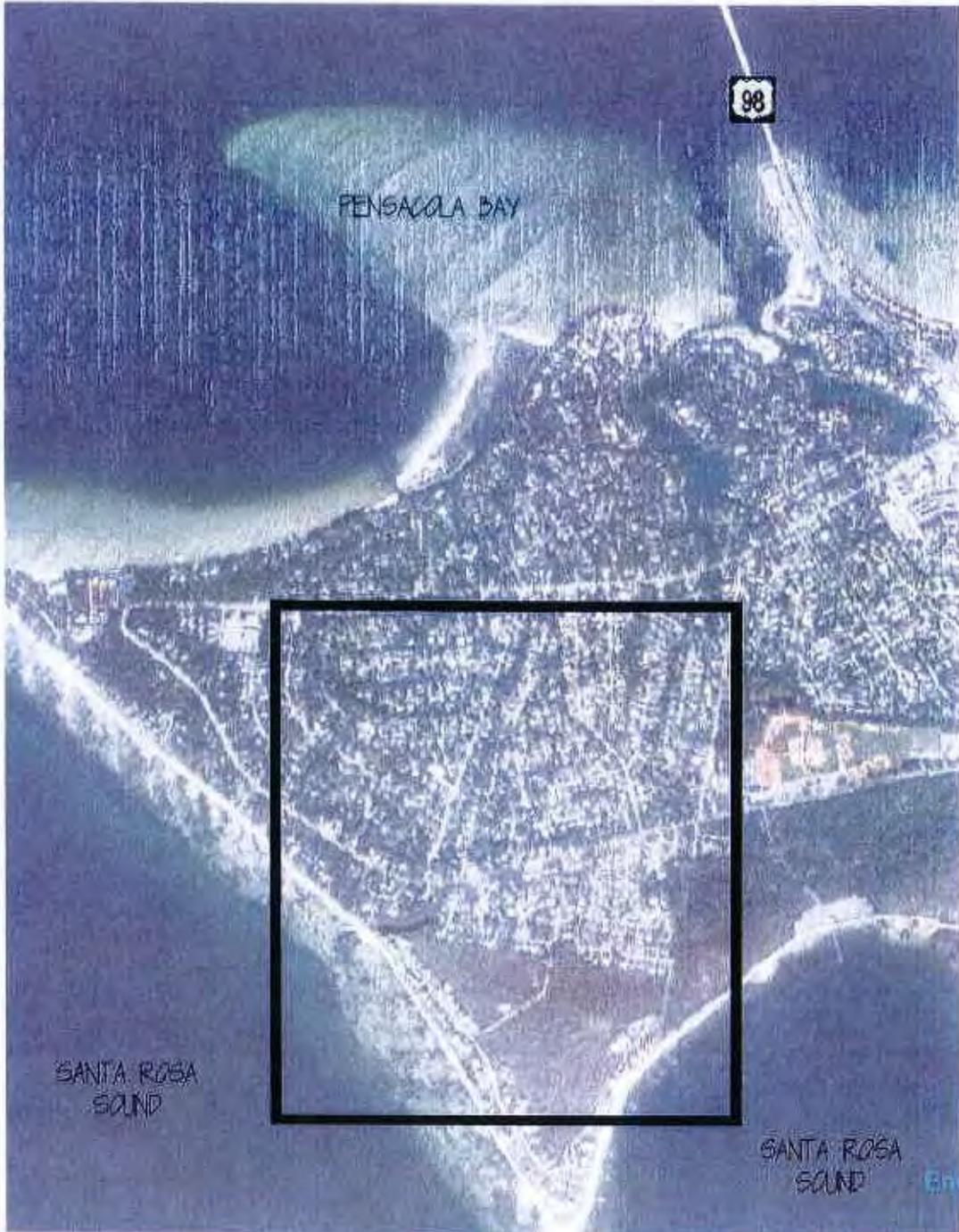


Figure 4. – Camelia Street Outfall Location Map

The Camelia sub-basin is approximately 165 acres in size and is generally bordered by Shoreline Drive, Washington Avenue, Camelia Street and Dolphin Street, with Bear Drive bisecting the watershed, outlined in **Figure 5**. The sub-basin is one of several land-locked watersheds within the interior of the City bounded by Shoreline Drive and Fairpoint Drive. Similarly to the Eufaula Outfall drainage basin, the Camelia drainage basin is urbanized, with much of the development occurring in the 1950's and 1960's prior to modern stormwater treatment regulations. Consequently, precipitation within the sub-basin flows from pervious and impervious surfaces and is conveyed untreated into area waterways via drainage infrastructure.

Two distinct stormwater conveyance systems have been installed to prevent flooding within the Camelia Outfall watershed. Both drainage systems have been designed in a similar fashion. Runoff from the western half of the sub-basin collects in a low point in the natural topography near the intersection of Camelia Street and Dolphin Street. Properties located near this depressional area were subject to severe flooding in years past. Subsequently, the City installed dual stormwater pump stations to forcefully convey runoff to the south of Shoreline Drive. Underground stormwater pipes were installed to convey runoff towards the pump stations. A pair of forcemains direct runoff from the pump stations across Shoreline Drive to the Williamsburg subdivision. Near the intersection of Stonewall Drive and Williamsburg Drive, the force-mains combine into a single gravity system, conveying the runoff to the west into a small bayou. The bayou is the same small body of water which receives runoff from the Eufaula drainage basin, ultimately ending up in Santa Rosa Sound.

Precipitation which falls on the eastern half of the Camelia Street outfall basin collects in another depressional area near the intersection of Bear Drive and Florida Avenue. A series of drainage inlets and conveyance pipes collects runoff and directs it towards the low point along Bear Drive. Similarly to the drainage system along Camelia Street, the City installed a drainage pump station to propel stormwater towards the south across Shoreline Drive. Ultimately, runoff from the eastern half of the Camelia sub-basin is pumped into the wetlands south of the intersection of Shoreline Drive and Sunset Boulevard, near the City's Solid Waste Transfer Station.

Few opportunities exist to treat runoff collected by these antiquated stormwater conveyance systems prior to discharging into bays, bayous, and wetlands surrounding the City. Stormwater separator units, if properly maintained, are effective in removing organic matter suspended in the water column and trash and hydrocarbons floating on the water surface, but provide insignificant relief from nutrients in runoff. The buildup of nutrients in the natural environment has a detrimental impact on the biology of an ecosystem and can promote the presence of exotic plant and animals.

Wet detention or dry retention ponds are the most effective means of removing organic material, trash, hydrocarbons, and pollutants from runoff prior to discharge to a receiving waterbody. Consequently, runoff associated with the Camelia Outfall drainage basin should be routed and included in the revised Shoreline Park Master Plan outlined in **Figure 3**. Runoff from this watershed would be treated within the wet detention ponds before discharge to the existing coastal wetlands in the Park. Water from the ponds would help recharge the wetlands, while the wetlands would provide final treatment for the runoff. Utilizing wet treatment ponds and the existing wetlands ensures the City provides the highest practical level of treatment for stormwater runoff generated by this watershed prior to discharge to Santa Rosa Sound. If improved, the Eufaula Street Outfall would have a wet detention volume of approximately 13.75 Acre-Feet at one (1) inch of runoff from the contributing area.

Engineering fees associated with creating a detailed report for the Camelia Street Outfall mitigation option would cost approximately \$16,135; as outlined in **Table 2**.

Table 2. Fees For detailed Camelia Street Outfall Mitigation Option Report
 Camella, Bear, Navarre, York, Cumberland and Warwick
 Gulf Breeze, Florida

May 17, 2013

MANHOOR AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	DESIGN ENGINEER	CADD/ DESIGNER	CLERICAL	TOTAL MANHOURS	FEE
SITE DESIGN	\$135.00	\$135.00	\$95.00	\$65.00	\$45.00		
BASIN RESEARCH							
1 Identify basin area		1	24		1	26	
2 Site visit/Research current conveyance and outfall information		1	24		1	26	
3 Prepare schematic layout		2	16		1	19	
Subtotal	0	4	64	0	3	71	\$6,755.00
HYDRAULIC DESIGN							
1 Determine base flow rate		1	16			17	
2 Establish control rate for storm events		1	8			9	
3 Determine minimum pipe sizes and slopes		1	4			5	
4 Examine possible outfall solutions		1	4			5	
5 Model stormwater for maximum pond stages and discharges		2	32			34	
Subtotal	0	6	64	0	0	70	\$6,890.00
REPORT PREPARATION							
1 Prepare report		2	16	8	4	30	
Subtotal	0	2	16	8	4	30	\$2,490.00
TOTAL ENGINEERING FEE							\$16,135.00
TOTAL SURVEYING FEE							\$0.00
TOTAL LUMP SUM FEE							\$16,135.00
TRAFFIC CONSULTANT ALLOWANCE							\$0.00
GEO TECH CONSULTANT ALLOWANCE							\$0.00
TOTAL ALLOWANCE							\$0.00

The Soundings (Outfall Treatment)

The Sounding Outfall is located in southeast Gulf Breeze Proper and is centered by the overpass ramps leading to the Bob Sykes Bridge and is bordered by the Gulf Islands National Seashore to the east as seen in **Figure 6**. The stormwater conveyance system associated with this watershed conveys runoff from approximately 24 acres, including FDOT right-of-way in front of Harbortown Plaza, Andrews Institute, and Gulf Breeze Hospital as outlined in **Figure 7**. This system discharges into a small creek south of Soundview Trail and empties into Santa Rosa Sound. The drainage basin is urbanized and is largely made up of impervious roadways, commercial offices and retail shopping centers.

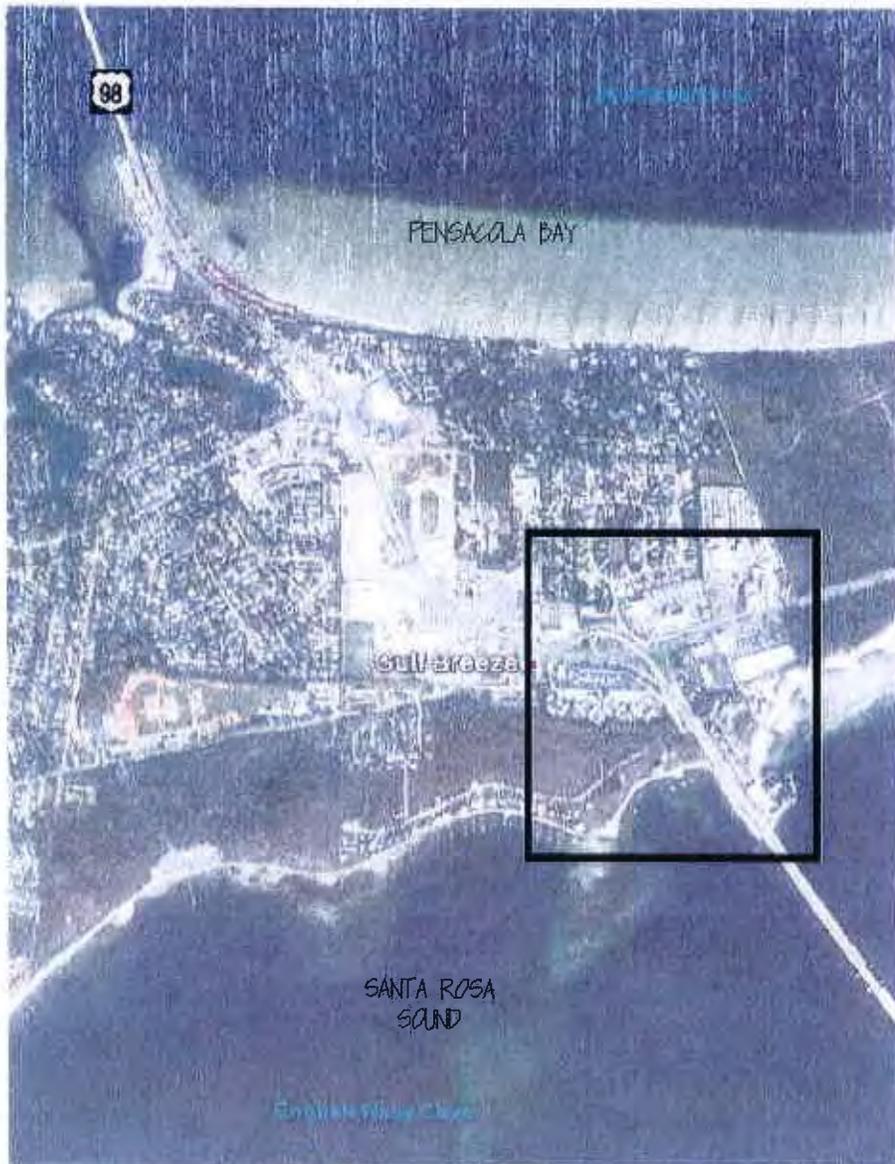


Figure 6. – The Soundings Outfall Location Map

Stormwater within the sub-basin flows from pervious and impervious surfaces and is conveyed untreated via FDOT drainage infrastructure. There are two parts to the conveyance system. The first system flows from east to west along U.S. Hwy. 98 in front of Live Oak Plaza and turns south on Pensacola Beach Road. It drains the FDOT right-of-way from the Gulf Islands National Seashore boundary to the overpass at Pensacola Beach Road. The second, drains the FDOT right-of-way around the overpass to the entrance road for Harbortown Plaza. The two conveyance systems connect just north of Soundview Trail and empty into the small creek described above.

There are several areas within this basin that experience flooding along the roadway during severe rain events. Improvements to the Soundings Outfall via stormwater separator units are not feasible, as they would alienate the flooding issues on the roadway. The separators would require the City to purchase properties around the outfall. Wet detention or dry retention ponds are the most effective means of removing organic material, trash, hydrocarbons, and pollutants from runoff prior to discharge to a receiving waterbody. Wet detention ponds could be constructed within the State's right-of-way inside the ramps associated with the interchange of US Hwy. 98 and Pensacola Beach Road. **Figure 8** outlines general potential location options for wet detention ponds.

Runoff from this watershed would be treated within the wet detention ponds before discharge to the existing coastal wetlands located around the creek at Soundview Trail. Water from the ponds would help recharge the wetlands, while the wetlands would provide final treatment for the runoff before being discharged into Santa Rosa Sound. Utilizing wet treatment ponds and the existing wetlands ensures the City provides the highest practical level of treatment for stormwater runoff generated by this watershed prior to discharge. If improved, the Soundings Basin Outfall would have a wet detention volume of approximately 2.0 Acre-Feet at one (1) inch of runoff from the contributing area.

Engineering fees associated with creating a detailed report for the Camelia Street Outfall mitigation option would cost approximately \$10,345; as outlined in **Table 3**.

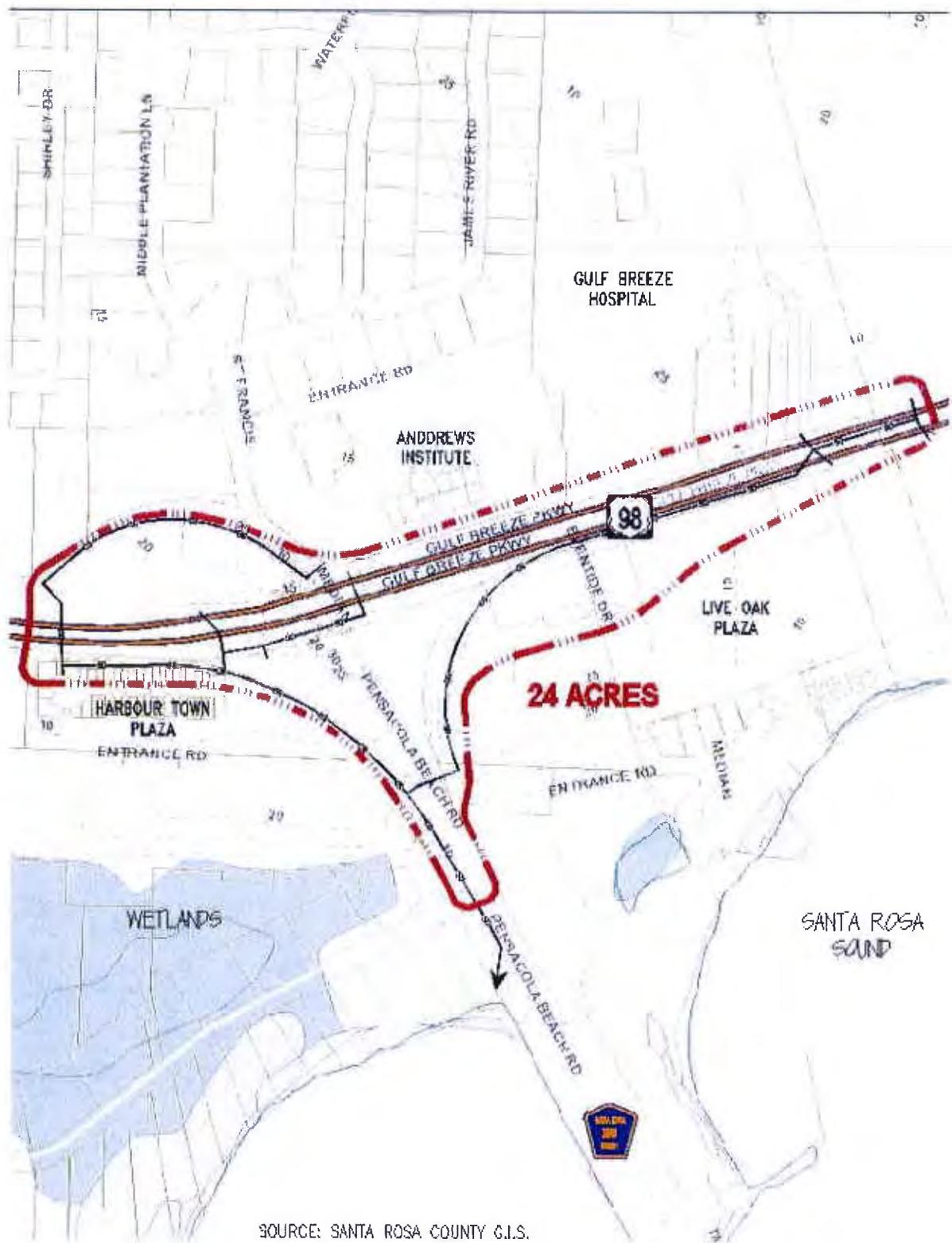


Figure 7. – The Soundings Outfall Basin

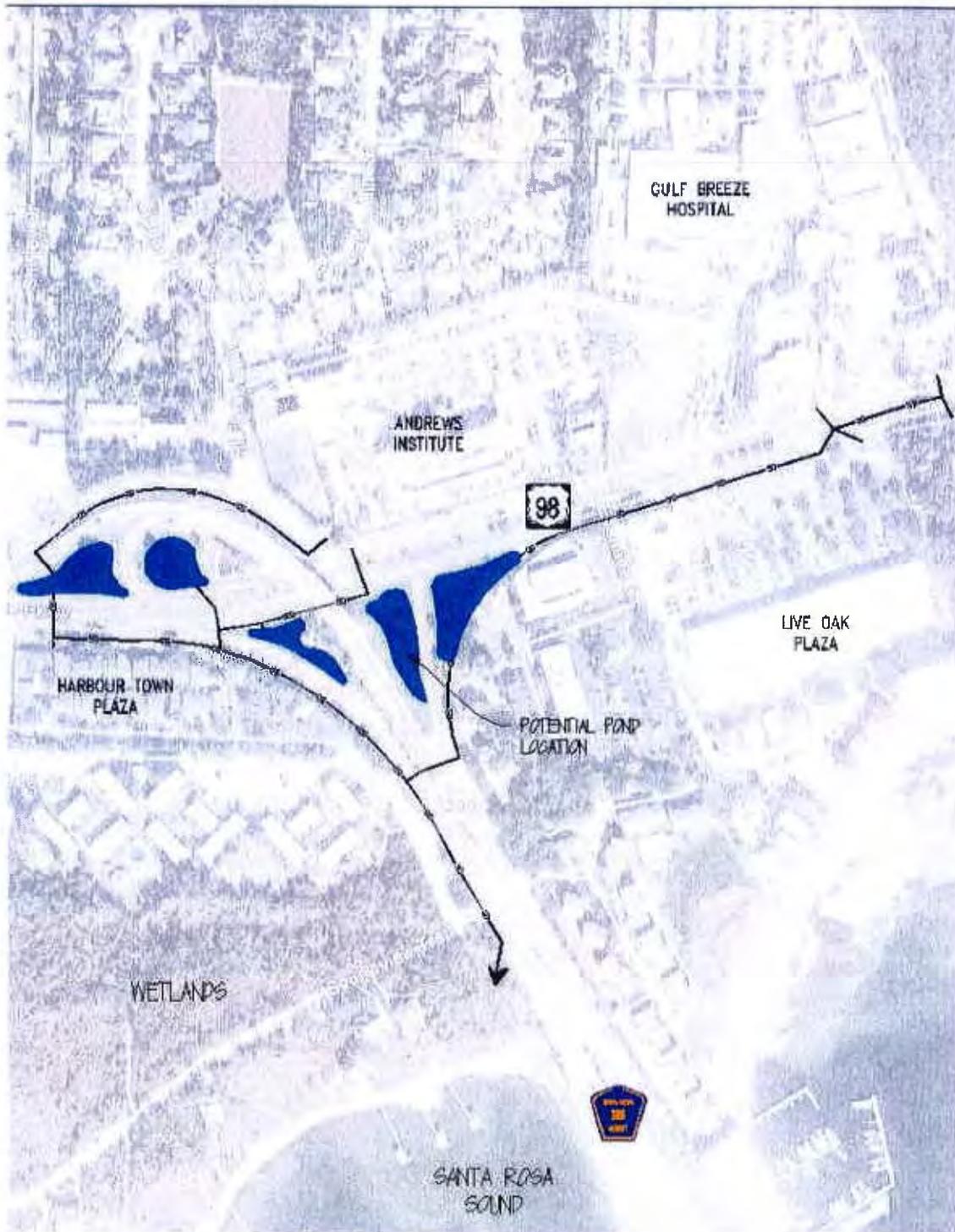


Figure 8. – Possible Wet Detention Ponds for Soundings Basin.

Table J. Fees For detailed Soundings Outfall Mitigation Option Report
 The Soundings OUTFALL TREATMENT
 Gulf Breeze, Florida

May 17, 2013

MANHOUR AND FEE ESTIMATE

	SENIOR ENGINEER	PROJECT MANAGER	DESIGN ENGINEER	CADD/ DESIGNER	CLERICAL	TOTAL MANHOURS	FEE
SITE DESIGN	\$135.00	\$135.00	\$95.00	\$65.00	\$45.00		
BASIN RESEARCH							
1 Identify basin area		1	8		1	10	
2 Site visit/Research current conveyance and outfall information		1	16		1	18	
3 Prepare schematic layout		2	8		1	11	
Subtotal	0	4	32	0	3	39	\$3,715.00
HYDRAULIC DESIGN							
1 Determine base flow rate		1	4			5	
2 Establish control rate for storm events		1	4			5	
3 Determine minimum pipe sizes and slopes		1	4			5	
4 Examine possible outfall solutions		1	4			5	
5 Model stormwater for maximum pond stages and discharges		2	20			22	
Subtotal	0	6	36	0	0	42	\$4,230.00
REPORT PREPARATION							
1 Prepare report		2	16	4	2	26	
Subtotal	0	2	16	4	2	26	\$2,400.00
TOTAL ENGINEERING FEE							\$10,345.00
TOTAL SURVEYING FEE							\$0.00
TOTAL LUMP SUM FEE							\$10,345.00
TRAFFIC CONSULTANT ALLOWANCE							\$0.00
GEOTECH CONSULTANT ALLOWANCE							\$0.00
TOTAL ALLOWANCE							\$0.00

Appendix

Table 4, shows the values provided by Appendix B in the PD&E study. BDI used half of the area of the total proposed bridge and combined it with that of the area provided for the Gulf Breeze Approach. The total post construction treatment area required will be 35.32 acres for the Gulf Breeze half of the project. A wet detention pollution abatement volume of 2.94 acre-feet will be required

Table 4. - Total Basin Area for Proposed Pensacola Bay Bridge

	R/W Width (ft)	Length (ft)	Area (sq-ft)	Area (Acre)
Total Proposed Bridge	143	15636	2235948	51.33
Gulf Breeze Half of Bridge	143	7818	1117974	25.67
Pensacola Approach			N/A	N/A
Gulf Breeze Approach			420354	9.65
			TOTAL AREA (Acre)	35.32

**All values are taken or derived from the RS&H Pensacola Bay PD&E Study Report*



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: September 26, 2013
RE: Street Sweeping

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

The City has contracted the sweeping and debris collection on Gulf Breeze Parkway twice monthly at \$425 per visit. That contractor is no longer available to the City, so staff has requested pricing from another contractor, Common Area Solutions. The contractor has quoted us \$425 per visit for the work on Gulf Breeze Parkway. Staff has requested only monthly visit until we determine the need for more visits per month.

We have also identified two areas in the City that staff would like to have cleaned once every other month. These areas tend to be lower and collect sand and other debris after large rainfall events. With the number of events this summer, these areas are collecting noticeable amounts of debris. We will have these areas swept to test the effectiveness and determine the appropriate interval of sweeping. If this program is successful, staff may recommend expansion to other areas.

The Gulf Breeze Parkway sweeping will be funded from CRA at \$5,100 per year, the other areas will be funded from streets maintenance at \$1,056 per year.

RECOMMENDATION: The City Council approve street sweeping services by Common Area Solutions for \$6,156 and the schedule indicated above; and, the City Council meet as the Board of Directors of the Community Redevelopment Agency on Monday, October 6th, 2013 to award the work to this contractor.

(850) 934-5100 • (850) 934-5114

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



Common Area Solutions, LLC

314 North Spring Street
Pensacola, Florida 32501

Estimate

Date	Estimate No.
9/23/2013	72

Name/Address
City of Gulf Breeze Mr. Thomas Lambert 1070 Shoreline Drive Gulf Breeze, Florida 32561

Project

Description	Qty	U/M	Rate	Total
Monthly Sweeping of Highway 98 (per Attached Schedule) - which is approximately 11,600 Linear Feet Sweeping is to be done one time per month			425.00	425.00
Monthly Sweeping of Area 1 (per Attached Schedule) - which is approximately 4,760 Linear Feet Sweeping is to be done one time per month or one time every two months, as indicated			76.50	76.50
Monthly Seeping of Area 2 (per Attached Schedule) - which is approximately 6,226 Linear Feet Sweeping is to be done one time per month or one time every two months, as indicated			100.00	100.00
Total				\$601.50

Highway 98



AREA 2

AREA 1





City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 9/26/2013

Subject: Engineering Services / Street Resurfacing

As discussed during the budget workshops this summer, we have almost five (5) miles of streets that are in moderate to high need for resurfacing. We recommend dividing this project into several smaller projects to reduce the requirement for staff oversight at any one time and to encourage the contractor to start and complete a smaller project before moving on to the next.

The first steps are described in the attached memo from Thomas Lambert. We will obtain the information from the engineers' studies and use it to prepare a recommendation on bidding. (If the project scope can be made close enough to other projects we recently placed out for bid, we may be able to recommend piggybacking the price.)



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

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

DATE: September 24, 2013

RE: Cordoba and Cadiz Streets Paving

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

During the budget workshops, staff discussed with the City Council the need for paving. Staff stated that the most desperate need appeared to be the Cordoba and Cadiz Streets near the intersection of the two roads. In order to make sure that the roads are properly paved, the base and sub base are in adequate condition and to insure that all driveway access is restored to good or better conditions, staff recommends professional consultants.

Staff recommends that Kenneth Horne and Associates and Larry M. Jacobs and Associates be hired to provide design and testing services. Larry M. Jacobs and Associates will provide geotechnical exploration for the sum of \$500.00. Kenneth Horne and Associates will provide minimal design and construction administrative services for \$3,980.00. We believe that the project cost is around \$70,000 and the City might be able to piggy back the bid for the McClure Drive paving. If the City cannot utilize that bid, the City will advertise the project and receive quotes.

The project can begin immediately upon approval and will be funded from General Fund capital reserve.

RECOMMENDATION: The City Council approve engineering, design and contract administrative services from Kenneth Horne and Associates for \$3,980 and geotechnical services from Larry M. Jacobs and Associates for \$500.00



Kenneth Horne & Associates, Inc.
CIVIL ENGINEERS

September 23, 2013

Mr. Edwin A. Eddy
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32561

Re: Cordoba - Cadiz Resurfacing

Dear Mr. Eddy:

Thank you for the opportunity to serve the City in provision of engineering services associated with the planned improvements to Cordoba and Cadiz Streets. Anticipated project limits are as communicated by Thomas Lambert and documented in the attached aerial sketch.

The anticipated scope of services includes development of an aerial photography based design drawing and accompanying details and technical specifications. We do not anticipate preparation of full bid documents. Rather, we anticipate that the work will be negotiated with a Contractor under an existing ongoing services contract with the City of Gulf Breeze.

We have included allowances for up to three field visits during construction for purposes of pay request review and addressing any technical questions that may arise. It is our understanding that regular inspection and field observation for the work will be completed by City staff.

Dependent upon the condition of the existing paving system determined from the planned asphalt paving cores, we estimate that the construction cost could be in the range of \$50,000 plus or minus 20%.

Our proposed fee for engineering services in accordance with the Scope of Work described above is \$3,980. (Deduct \$1,200 for a total of \$2,780 if CA is to be billed separately).

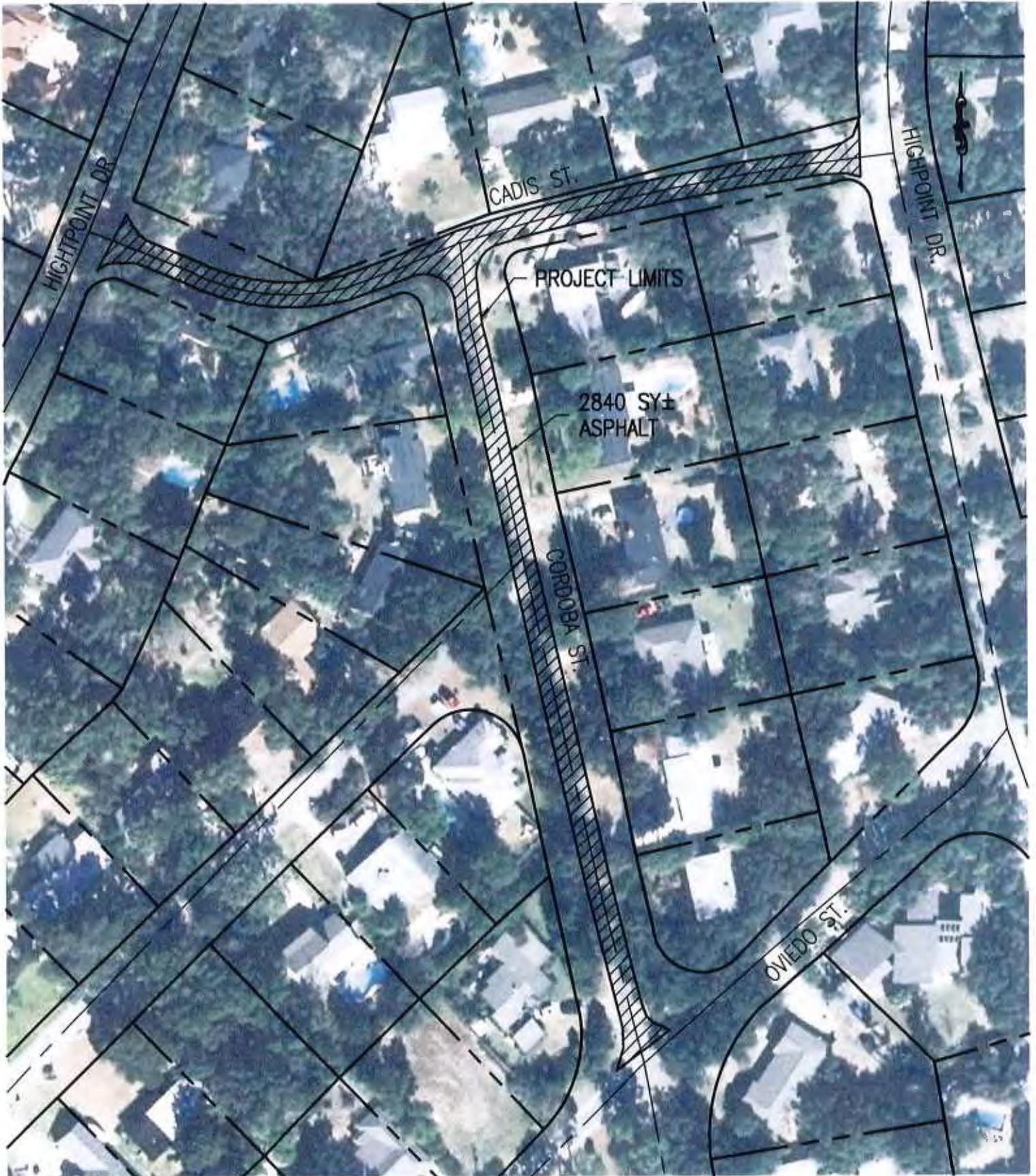
Should you have questions or require additional information, please do not hesitate to call.

Very truly yours,

KENNETH HORNE & ASSOCIATES, INC.

A handwritten signature in blue ink, appearing to read "Kenneth C. Horne", is written over the typed name.

Kenneth C. Horne, P.E.
President





September 19, 2013

Mr. Thomas E. Lambert
Assistant Director of Public Services
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, Florida 32561

**SUBJECT: Geotechnical Exploration Proposal
Cordoba Street and Cadiz Street Pavement Evaluation
Gulf Breeze, Florida**

Dear Mr. Lambert:

Larry M. Jacobs & Associates, Inc. (LMJ) sincerely appreciates the opportunity to submit the following proposal for providing a geotechnical exploration for the subject project. The purpose of the exploration is to determine the subsurface conditions along the roadway pavement areas and use this information to make recommendations for pavement milling or resurfacing. The following sections outline our recommended scope of services, a cost estimate for providing these services, and the proposed terms and conditions.

PROJECT AND SITE DESCRIPTION

The project is located along Cordoba Street and Cadiz Street in Gulf Breeze, Florida. The existing roadway currently has lateral and longitudinal cracking and potholes. Reportedly, the roadway is planned to be milled and resurfaced or replaced depending on the current thickness and condition of the pavement and base. If any of this information is incorrect, please notify us immediately as it may require changes to this proposal.

PROPOSED SCOPE OF SERVICES

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

- Clear registered utilities at the site with Sunshine State One-Call. All non-registered utilities and utilities will be the responsibility of the client to locate.
- As requested by the project civil engineer, we propose to take 4 cores of only the pavement and base material.
- Patch core holes.
- Perform a visual classification of the soil samples obtained during our exploration.

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

- Existing site characteristics.
- Exploration, testing, and sampling methods.
- Subsurface soils encountered and soil classifications.
- Summary of the cores and subgrade condition.



ESTIMATED COSTS

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

AUTHORIZATION

To authorize us to proceed with this project, please complete, sign, and return a copy of the attached ***Agreement for Professional Services (Figure #1)*** to our office. If the authorization for this work is faxed or emailed to initiate the work, the original signed authorization is needed for our records, which can be forwarded by return mail.

LMJ appreciates the opportunity to present you with this proposal, and we look forward to working with you on this project. If you have any questions or comments or require any further information, please do not hesitate to call us at your convenience.

Sincerely,

LARRY M. JACOBS & ASSOCIATES, INC.

A handwritten signature in black ink, appearing to read 'David Liechty', is positioned below the company name.

David Liechty, PE
Project Engineer

Attachments



AN AGREEMENT FOR PROFESSIONAL SERVICES

CLIENT:	Mr. Thomas E. Lambert Assistant Director of Public Services City of Gulf Breeze 1070 Shoreline Drive Gulf Breeze, Florida 32561	DATE:	September 19, 2013
		PHONE:	850-934-4094
		EMAIL:	tlambert@gulfbreezefl.gov
SUBJECT:	Geotechnical Exploration Proposal Cordoba Street and Cadiz Street		

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

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

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

FOR: LARRY M. JACOBS & ASSOCIATES, INC.

BY: _____
(Secretary/Treasurer)

TERMS: Net 30 Days

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

PROPERTY OWNER:

Name _____ Phone #: (____) _____
Address _____ Fax #: (____) _____
City, State _____ Zip Code _____ Email: _____

PARTY RESPONSIBLE FOR PAYMENT (If different than Client):

Name _____ Phone #: (____) _____
Address _____ Fax #: (____) _____
City, State _____ Zip Code _____ Email: _____

CLIENT'S NAME: _____

AUTHORIZED BY: _____ Title _____ Date _____
(Please Print or Type)

Signature: _____
(Must be signed by a Principal or Officer of the Company)



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: September 24, 2013
RE: Meter Reading Handhelds

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

The City currently has 10 meter reading handheld devices that were all purchased over ten years ago. The manufacturer no longer supports this model, and therefore we are depending on third party suppliers to make repairs and supply batteries. At least 3 of the handhelds cannot be repaired.

As we move to the new central meter reading system, the number of handhelds we need will be significantly less. However, none of the current handhelds work with the new system. The new system will require that we have at least two handhelds for trouble shooting and rereads where the radio unit has failed. Additionally, we will still be reading the Midway Water Meters with the older technology.

In order to have enough handhelds to read meters manually until we change systems, and then have three available for troubleshooting, programming and rereads; staff recommends buying three used handhelds for \$13,9000. These handheld have only been used twice and will save the City \$5,284 over buying new.

The costs will be split proportionally by meter count between the Water & Sewer (26%), Natural Gas (33%) and SSRUS (41%) funds and attributed to the line item for meter costs.

RECOMMENDATION: The City Council approve the purchase of the two AR5501 and one AR5502 handheld meter reading devices for \$13,900.00.

(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:  David J. Szymanski, Assistant City Manager
DATE: September 20, 2013
SUBJECT: Adoption of Resolution for FY2014 Tourist Development Council Budget

On September 17, 2013, the City Council adopted Resolution 18-13 setting the City of Gulf Breeze Budget for FY2014. 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	<u>\$ 14,000</u>
	\$ 25,000

Enclosed is Resolution No.21-13

RECOMMENDATION: The City Council adopt Resolution 21-13 approving the FY2014 Tourist Development Council budget.

RESOLUTION NO.21-13
A RESOLUTION OF THE CITY OF GULF BREEZE APPROVING A PLAN FOR
GULF BREEZE TOURIST DEVELOPMENT EXPENDITURES FOR FISCAL YEAR
2014

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 2014 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 2014 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 _____ 2013.

CITY OF GULF BREEZE

BY: _____
Mayor Beverly H. Zimmern

ATTESTED

BY: _____
Stephanie Lucas, City Clerk or
Leslie Guyer, City Clerk

Resolution No. 21-13
Page Two

CITY OF GULF BREEZE
TOURIST DEVELOPMENT PLAN
OCTOBER 2013 THROUGH SEPTEMBER 2014

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 Development	<u>\$14,000</u>
		\$25,000



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM:  David J. Szymanski, Assistant City Manager
DATE: September 23, 2013
SUBJECT: Adoption of Resolution #22-13 for FY2014 CRA Budget

On September 17, 2013, in the overall City budget resolution # 18-13, 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	\$ 568,112
Gulf Breeze City Contribution	<u>\$ 177,090</u>
Total Revenue	\$ 745,202

EXPENDITURES:

Professional Services (\$75,000)	\$ 184,650
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	\$ 1,100
FRA & State Memberships (\$1,100)	
Capital Improvements	\$ 224,827
Cost Allocation Transfers	\$ 252,325
Police Services (\$165,525)	
Median Maintenance supplement (\$11,800)	
CRA Administration Fee (\$75,000)	
Total Expense	\$ 745,202

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It is also important to note that the CRA fund has a balance of \$1,020,429.39 as of 9/23/2013.

Enclosed is Resolution No. 22-13.

RECOMMENDATION: The City Council meet as the CRA Board of Directors on October 7, 2013 and adopt Resolution No. 22-13 approving the FY2014 Community Redevelopment Agency budget.

RESOLUTION NO. 22-13

**A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY BOARD
APPROVING A PLAN FOR GULF BREEZE COMMUNITY REDEVELOPMENT
AGENCY EXPENDITURES FOR FISCAL YEAR 2014.**

The Community Redevelopment Agency Board does hereby approve the following plan for expenditures to be made with CRA funds for Fiscal Year 2014.

Community Redevelopment Agency Budget
October, 2013 through September, 2014

REVENUE:

County Contribution	\$ 568,112
Gulf Breeze City Contribution	<u>\$ 177,090</u>
Total Revenue	\$ 745,202

EXPENDITURES:

Professional Services (\$75,000)	\$ 184,650
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	\$ 1,100
FRA & State Memberships (\$2,100)	
Capital Improvements	\$ 224,827
Cost Allocation Transfers	\$ 252,325
Police Services (\$165,525)	
Median Maintenance supplement (\$11,800)	
CRA Administration Fee (\$ 75,000)	
Total Expense	\$ 745,202

PASSED AND ADOPTED by the Community Redevelopment Board of the City of Gulf Breeze, Santa Rosa County, Florida, on the _____ day of, _____ 2013.

Community Redevelopment Board

Beverly H. Zimmern, Mayor

ATTEST:

City Clerk

Memo

To: Edwin Eddy, City Manager
From: Steve Milford
Date: 09/19/2013
Re: Engagement of Multi Protocol Label Switching/Voice Over Internet Protocol (MPLS/VOIP) Consultant for occasional assistance

Over a year ago, staff began the process of investigating upgrading the City's data networks and potentially replacing the aging telephone systems used by the City. Failures of phone system components in early 2013 highlighted the need to move ahead on this project rapidly, which resulted in a preliminary recommendation to engage Earthlink (since terminated) to provide a combined MPLS/VOIP solution to enhance the City's network and overlay a phone system solution. (MultiProtocol Label Switching (MPLS) is a technology for speeding up network traffic flow and making it easier to manage, and Voice Over Internet Protocol uses the data networks of the internet rather than dedicated long distance lines to provide phone service). The technical requirements and extensive documentation required for these installations have been demanding and with the recent health issues recurring for our IT director, it has become increasingly difficult to provide timely technical responses needed.

In order to facilitate and expedite this effort, we have had discussions with Tom Sawyer who, appropriately, operates under White Fence Consulting, LLC to assist the City's efforts in this area.

Tom was a sitting member of the Spanish Fort, AL city council until last year (he did not stand for re-election), and has the industry and technical background and experience necessary for the telephone system replacement project and to assist staff in:

- 1) Assembling the necessary technical requirements information;
- 2) Ensuring that specific VOIP telephone products and MPLS network service offerings are compatible;
- 3) The technical understanding to communicate with potential suppliers efficiently;
- 4) The industry experience to assist in product/service evaluation; and,
- 5) The focus to prudently expedite installation.

As the City approaches fiscal year end, there are numerous other tasks that staff have been charged to pursue. In order to ensure that we reduce the prospect for further delays in the phone system replacement project, I believe this type of assistance is both beneficial and needed.

Recommendation:

That the City Council approve the engagement of White Fence Consulting, LLC on an as needed basis for up to 125 hours at a rate of \$50/hour (not to exceed \$6,250 plus actual travel costs) to assist staff in specifying, procuring and installing an upgraded data network and telephone system for the City facilities.

Memo

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

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

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

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

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

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

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

Memo

To: Edwin Eddy, City Manager
From: Steve Milford
Date: December 5, 2012
Re: Communications Equipment and Computer Network Infrastructure

Recent failures of core equipment in our 19 year old phone system have left City Hall without operable voice mail. The original supplier, Nortel, is no longer in business.

Currently the City enjoys extremely inexpensive rates on its basic phone service (including long distance service) obtained through State contract services. This option is available for basic "Plain Old Telephone Service" (POTS – normal dedicated copper wire) but does not offer a digital upgrade equivalent at this time (typically called VOIP).

A recent invoice from our primary contractor for our current system ended up costs over \$200 to determine an existing handset was no longer operable and replace it (rather determining that a problem with the network connection existed.) The current phone system is incompatible with current technologies for communicating between phone, database and desktop to enhance customer service (i.e. display customer data when a phone call is answered).

While the Canopy communications investment has provided basic connectivity to City locations previously unnetworked (Rec center, Field Ops), it has not proved to be as resilient as hoped and occasionally has been down for extended periods while parts or services were required.

Recommendation:

That the City Council task staff with investigating potential upgrades, alternatives and costs to existing communications equipment and networking infrastructure, including, if necessary issuing and request for proposals.

INTEROFFICE MEMORANDUM

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

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

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

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

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

- **Current Costs Summary:**

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

- **EarthLink Proposal:**

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

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

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

TOTAL CITY EXPENSE UNDER THIS PROPOSAL \$4,611.01

- **Carousel Industries Proposal:**

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

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

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

TOTAL CITY EXPENSE UNDER THIS PROPOSAL \$6,554.85

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

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

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

Additional Bandwidth through Mediacom \$489.65

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

TOTAL CITY EXPENSE UNDER THIS PROPOSAL \$8,304.21

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

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

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

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

TOTAL CITY EXPENSE UNDER THIS PROPOSAL \$7,244.33

- **F&M Electric Proposal:**

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

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

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

can be easily and economically increased.

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

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

Memo

To: Edwin Eddy, City Manager
From: Steve Milford 
Date: September 27, 2013
Re: Refinancing resolution for no more than \$3.8 million of Coastal Bank Note

In accordance with City Council direction to negotiate for the refinancing of approximately \$3.8 million with BBVA Compass Bank (BCB) the accompanying resolution and exhibits have been developed and reviewed by the City bond counsel and municipal counsel.

This refinancing of South Santa Rosa Utility debt reduces costs and levels cash-flow by:

- 1) Reducing the interest rate of the debt from 3.45% currently (variable) to 2.85% fixed for 15 years (interest cost savings approximately \$182,000 over the life of the loan).
- 2) Extends the duration of the debt from maturity in 2020 to maturity in 2028.
- 3) Changes debt service from monthly principal and interest payments to semi-annual interest payments and annual principal payment.
- 4) Removes the \$2.6 million in balloon payments due in 2020; annual debt service will be more consistent over the 15 year period.

Recommendation:

That the City Council adopt the accompanying Resolution and authorize the Mayor and/or City Manager to execute required supporting documents to effect funding of the refinancing.

RESOLUTION NO. R2013-___

Adopted October 7, 2013

**CITY OF GULF BREEZE, FLORIDA
(the "Issuer")**

Relating to

**NOT EXCEEDING \$3,800,000
CITY OF GULF BREEZE, FLORIDA
REFUNDING REVENUE NOTE, SERIES 2013**

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RESOLUTION NO. R2013-___

A RESOLUTION OF THE CITY OF GULF BREEZE, FLORIDA, PROVIDING FOR THE ISSUANCE AND SALE OF A NOT EXCEEDING \$3,800,000 REFUNDING REVENUE NOTE, SERIES 2013, FOR THE PURPOSE OF REFUNDING ALL OF THE REMAINING AMOUNT OUTSTANDING OF THE SOUTH SANTA ROSA UTILITY SYSTEM REFUNDING REVENUE NOTE, SERIES 2009B; PROVIDING FOR THE RIGHTS OF THE HOLDERS OF SUCH NOTE; PROVIDING FOR THE PAYMENT THEREOF; AWARDING THE 2013 NOTE; MAKING CERTAIN OTHER COVENANTS AND AGREEMENTS IN CONNECTION THEREWITH; PROVIDING FOR THE MATURITY, INTEREST RATE, PREPAYMENT PROVISIONS AND OTHER DETAILS WITH RESPECT TO SUCH NOTE; AUTHORIZING OTHER ACTIONS IN CONNECTION WITH THE DELIVERY OF SUCH NOTE; AND PROVIDING AN EFFECTIVE DATE.

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

Section 1. Authority for this Resolution.

This Resolution is adopted by the City Council of the City of Gulf Breeze, Florida (the "Issuer") pursuant to the provisions of the Act (herein defined).

Section 2. Definitions.

The following terms shall have the following meanings in this Resolution unless the context otherwise expressly requires. Where the context so requires, words importing singular number shall include the plural number in each case and vice versa, and words importing persons shall include firms and corporations. Whenever the word "includes" or "including" is used, such word means "includes" or "including", without limitation.

"2013 Note" shall mean the note so designated and authorized pursuant to and in the maximum principal amount set forth in Section 6 hereof.

"2013 Note Interest Rate" shall mean a rate of interest per annum equal to the Fixed Interest Rate, as such interest rate may be adjusted as provided herein and on Schedule "II" to the form of 2013 Note attached hereto as Exhibit "A".

"Act" shall mean Chapter 166, Florida Statutes, as amended, Chapter 61-2207 Laws of Florida Special Acts of 1961, as amended and supplemented, being the Charter of the Issuer, and other applicable provisions of law.

"Annual Debt Service" for any year shall mean the amount required to pay the principal of, premium, if any, and interest on the 2013 Note becoming due in such year.

“Authorized Investments” shall mean those obligations in which surplus funds of the Issuer may be invested under the Issuer’s investment policy and the laws of the State, including without limitation, Section 218.415, Florida Statutes.

“Bond Counsel” means Richard I. Lott, McGuireWoods LLP, or any subsequent nationally recognized bond counsel acceptable to the Issuer.

“Business Day” or **“business day”** shall mean any day other than a Saturday, Sunday or a day on which banking institutions within Pensacola, Florida, are authorized or required by law to remain closed.

“City” means the City of Gulf Breeze, Florida, a municipal corporation of the State

“Clerk” shall mean the City Clerk and such other person as may be duly authorized to act on his or her behalf.

“Code” shall mean the Internal Revenue Code of 1986, as amended, and all valid and applicable regulations promulgated thereunder.

“Debt Service Fund” shall mean the Debt Service Fund created in Section 14(B) hereof.

“Default Rate” shall mean a rate of interest per annum equal to the 2013 Note Interest Rate plus two and one-half percent (2.50%). The Default Rate shall be computed on the same basis as the 2013 Note.

“Event of Default” shall have the meaning set forth in Section 16 hereof.

“Federal Securities” shall mean direct obligations of the United States of America and obligations the timely payment of principal of and interest on which are fully and unconditionally guaranteed by the United States of America, none of which permit redemption prior to maturity at the option of the obligor.

“Fiscal Year” shall mean the period commencing on October 1 of each year and continuing to and including the succeeding September 30, or such other annual period as may be established by law as the Issuer’s fiscal year.

“Fixed Interest Rate” means 2.85% per annum.

“Holder,” “Registered Owner” or **“Owner”** or any similar term shall mean the owner of the 2013 Note, as shown on the register maintained by the Registrar and shall mean initially, the Lender.

“Interest Account” shall mean the Interest Account created in Section 14(B) hereof.

“Interest Payment Date” shall mean a date on which interest on the 2013 Note is nominally due, as reflected in the form of 2013 Note attached hereto as Exhibit “A.”

“Issuer” means the City.

“Lender” shall mean Compass Mortgage Corporation, an Alabama corporation, the initial Holder of the 2013 Note, and its successors and assigns.

“Non-Ad Valorem Revenues” shall mean all revenues of the Issuer derived from any source whatever other than ad valorem taxation on real and personal property, which are legally available for payment of debt service by the Issuer.

“Permitted Lender” shall mean any bank, trust company, savings institution, insurance company, dealer, investment company or qualified institutional buyer as contemplated by Section 517.061(7), Florida Statutes, that is engaged as a regular part of its business in making loans and is authorized to do business in the State.

“Pledged Revenues” shall mean (i) Non-Ad Valorem Revenues budgeted, appropriated and deposited in the Debt Service Fund created and established under this Resolution, (ii) investment income received from the investment of moneys in the Debt Service Fund and accounts established hereunder (other than amounts constituting any rebate liability as described in Section 14F hereunder), and (iii) any other moneys deposited in the Debt Service Fund in connection with the repayment of the 2013 Note.

“Principal Account” shall mean the Principal Account created in Section 14(B) hereof.

“Refunded Note” means all of the remaining principal amount outstanding of the South Santa Rosa Utility System Refunding Revenue Note, Series 2009B, dated as of May 14, 2009, issued pursuant to the Refunded Note Resolution in the aggregate principal amount of \$4,434,755.03, and currently outstanding in the aggregate principal amount of \$3,788,641.13.

“Refunded Note Holder” shall have the meaning ascribed to such term in Section 3(E) hereof.

“Refunded Note Prepayment Date” shall have the meaning ascribed to such term in Section 3(E) hereof.

“Refunded Note Resolution” shall mean, collectively, Resolution No. 10-09 duly adopted by the Issuer on May 4, 2009, as supplemented by Resolution No. 11-09 duly adopted by the Issuer on May 4, 2009.

“Registrar” shall mean an officer of the governing body of the Issuer or an officer of the bank or trust company which the Issuer may from time to time designate to perform the duties herein set forth.

“Resolution” shall mean this Resolution of the Issuer, as hereafter amended and supplemented from time to time in accordance with the provisions, hereof.

“State” shall mean the State of Florida.

Section 3. Findings.

It is hereby ascertained, determined and declared that:

A. The Pledged Revenues are not pledged or encumbered in any manner.

B. The Refunded Note was issued by the Issuer to refund all of the remaining outstanding South Santa Rosa Utility System Revenue Bonds, Series 1998 (the “1998 Bonds”), issued pursuant to Resolution No. 96-8 duly adopted by the Issuer on April 15, 1996, as amended and supplemented, and as particularly amended and supplemented by Resolution No. 26-98 duly adopted by the Issuer on November 1, 1998, as amended and supplemented (collectively, the “1998 Bonds Resolution”). The 1998 Bonds were issued to finance certain capital improvement requirements to the Issuer’s South Santa Rosa System (as defined in the 1998 Bonds Resolution). Such capital improvements have all been completed.

C. The estimated Pledged Revenues will be sufficient to pay all of the principal of and interest on the 2013 Note, as the same become due, and to make all other payments required by this Resolution or otherwise required to be paid from the Pledged Revenues.

D. The total outstanding maximum annual non-self-supporting revenue debt service, including the Annual Debt Service of the 2013 Note, does not exceed fifty percent (50%) of the Issuer’s gross Non-Ad Valorem Revenues (all legally available Non-Ad Valorem Revenues of the Issuer from whatever source including investment income) of the Issuer received by the Issuer in the Fiscal Year ended September 30, 2013; and (ii) the net available Non-Ad Valorem Revenues of the Issuer for the Fiscal Year ended September 30, 2013, were at least 1.10 times the average annual debt service of all indebtedness of the Issuer payable from its Non-Ad Valorem Revenues including the Annual Debt Service of the 2013 Note.

E. The amount needed to refund the Refunded Note is not less than the net proceeds to be derived from the sale of the 2013 Note. It is necessary and desirable to refund the Refunded Note in order to (i) realize the advantages of current interest rates, (ii) achieve a reduction in annual debt service to repay such obligation, and (iii) take advantage of historically low fixed interest rates available in the governmental loan market.

Simultaneously with the delivery of the 2013 Note to the Lender, the Issuer shall pay to Coastal Bank and Trust of Florida, Pensacola, Florida (the “Refunded Note Holder”) a sum sufficient, together with other funds of the Issuer, to fully pay and retire the Refunded Note on October 10, 2013 (the “Refunded Note Prepayment Date”) including other costs due, if any, with respect to the Refunded Note.

F. The principal of and interest on the 2013 Note and all required deposits into the Debt Service Fund or other required payments are limited and special obligations of the Issuer, payable solely from and secured by an irrevocable pledge of the Pledged Revenues. The 2013 Note shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the

faith, credit or taxing power of the Issuer, the State, or any political subdivision thereof within the meaning of any constitutional or statutory provision or limitation. Neither the State nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the City to pay the principal of, premium, if any, and interest on the 2013 Note or to make any of the required deposits into the Debt Service Fund or other payments thereon other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, in the manner provided herein.

The 2013 Note shall not constitute a lien upon any property of or located in the City, but shall constitute a lien only on the Pledged Revenues in the manner provided herein.

Section 4. Refunding Authorized.

The Issuer deems it necessary and in its best interest to provide for the refunding of the Refunded Note. There is hereby authorized the refunding of the Refunded Note in the manner provided herein. The proper officers of the Issuer are hereby directed to take all actions and steps deemed necessary to refund the Refunded Note, which are not inconsistent with the terms and provisions of this Resolution.

Section 5. This Resolution to Constitute a Contract.

In consideration of the acceptance of the 2013 Note authorized to be issued hereunder by those who shall hold the same from time to time, this Resolution shall be deemed to be and shall constitute a contract between the Issuer and such Registered Owners thereof. The covenants and agreements herein set forth to be performed by the Issuer shall be for the equal benefit, protection and security of such Registered Owner of the 2013 Note.

Section 6. Authorization of 2013 Note.

Subject and pursuant to the provisions hereof, a loan to the Issuer to be evidenced by a promissory note known as the "Refunding Revenue Note, Series 2013" is authorized in an amount not exceeding the amount set forth in the title hereof, for purposes of refunding the Refunded Note. Upon the issuance of the 2013 Note in accordance herewith, the authorization for the unissued, remaining portion of the 2013 Note set forth in the title hereof shall be deemed cancelled.

Section 7. Description of 2013 Note.

The 2013 Note shall be dated as of its date of initial issuance and delivery and issued in a single denomination in an amount not exceeding the principal amount authorized herein and shall have such other terms as are set forth in the form of 2013 Note described and referred to in Section 12 hereof. The 2013 Note shall bear interest from its date at the 2013 Note Interest Rate, payable semi-annually on each October 1 and April 1, commencing April 1, 2014, with interest calculated on the outstanding balance of the 2013 Note on a 360 day basis consisting of twelve 30-day months, subject to adjustment as provided herein. The principal amount of the 2013 Note shall mature in installments on the dates and in the amounts set forth on Schedule "I" of the 2013 Note. The entire unpaid principal balance, together with all accrued and unpaid interest thereon, shall be due and payable in full on October 1, 2028.

Any payment required to be made with respect to the 2013 Note which is not paid on its due date shall bear interest from such due date at a rate equal to the Default Rate. A late charge shall be due and payable on any scheduled payment of principal of and, to the extent legally enforceable, interest on, the 2013 Note that shall not have been paid by the tenth (10th) day following the date such scheduled payment is due and payable, in an amount equal to five percent (5%) of such scheduled payment. The foregoing right to a late charge is in addition to, and not in limitation of, any other rights which the Registered Owner may have upon the Issuer's failure to make timely payment of such principal and/or interest.

If the date for payment of the principal of, premium, if any, or interest on the 2013 Note shall not be a Business Day, then the date for such payment shall be the next succeeding Business Day, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

Section 8. Execution of 2013 Note.

The 2013 Note shall be executed in the name of the Issuer by the manual or facsimile signature of the Mayor and attested by the manual or facsimile signature of the City Clerk, and the official seal of the Issuer or a facsimile thereof shall be affixed thereto. The facsimile signatures of such officers may be imprinted or reproduced thereon. In case any officer whose signature shall appear on the 2013 Note shall cease to be such officer before the delivery of such 2013 Note, such signature shall nevertheless be valid and sufficient for all purposes the same as if he had remained in office until such delivery. The 2013 Note may be signed and sealed on behalf of the Issuer by such person who at the actual time of the execution of such 2013 Note shall hold the proper office with the Issuer, although at the date of adoption of this Resolution such person may not have held such office or may not have been so authorized. At least one signature on the 2013 Note shall be a manual signature of an official of the Issuer.

Section 9. Registration, Transfer and Exchange.

The transfer and exchange of the 2013 Note shall be registered in the registration books of the Issuer. The Clerk is hereby designated as Registrar for the 2013 Note.

The 2013 Note may not be transferred except in whole. Further, the transfer of any 2013 Note shall be restricted to Permitted Lenders. The 2013 Note shall contain a legend that provides that the Registered Owner thereof shall not transfer or authenticate the 2013 Note except to Permitted Lenders.

Upon surrender for transfer or exchange of the 2013 Note, the Issuer shall execute and the Registrar shall authenticate and deliver in the name of the Registered Owner or the transferee or transferees, as the case may be, a new fully registered 2013 Note of authorized denomination of the same maturity and interest rate for the aggregate principal amount which the Registered Owner is entitled to receive at the earliest practicable time in accordance with the provisions of this Resolution.

Notwithstanding the above, the 2013 Note shall not be transferred unless the transferee shall execute and deliver to the Registrar and to the Issuer a purchaser's letter in substantially the form set forth in Schedule "IV" to the 2013 Note hereinafter set forth or a sophisticated investor letter in form satisfactory to the Issuer and providing evidence to the Issuer that such purchaser is a Permitted Lender.

Section 10. 2013 Note Mutilated, Destroyed, Stolen or Lost.

In case any 2013 Note shall become mutilated, or be destroyed, stolen or lost, the Issuer may in its discretion deliver a new 2013 Note of like tenor and effect as the 2013 Note so mutilated, destroyed, stolen or lost, in exchange and substitution for such mutilated 2013 Note upon surrender and cancellation of such mutilated 2013 Note or in lieu of and substitution for the 2013 Note destroyed, stolen or lost, and upon the Holder furnishing the Issuer proof of ownership thereof and satisfactory indemnity and complying with such other reasonable regulations and conditions as the Issuer may prescribe and paying such expenses as the Issuer may incur.

Section 11. Provisions for Prepayment.

Prepayments in whole or in part of the outstanding principal balance on the 2013 Note on or after October 1, 2023, shall be at a prepayment price of one hundred percent (100%) of the prepaid principal plus accrued interest to the date of prepayment. Prepayments in whole or in part of the outstanding principal balance on the 2013 Note prior to October 1, 2023, shall be at a prepayment price of one hundred percent (100%) of the prepaid principal plus accrued interest to the date of prepayment plus a prepayment premium equal to the amount described on Schedule III of the 2013 Note.

Section 12. Form of the 2013 Note.

The text of the 2013 Note shall be in substantially the form attached hereto as "Exhibit A" with such changes, omissions, insertions and variations as may be necessary and desirable and not in conflict with this Resolution. Execution and delivery of the 2013 Note and any other document in connection with the issuance of the 2013 Note by the authorized officers of the Issuer shall be conclusive evidence of the approval of any changes, insertions, omissions or variations.

Section 13. Application of Proceeds of the 2013 Note.

All moneys received from the sale of the 2013 Note shall be deposited in a special account in a bank or trust company and shall be applied by the Issuer simultaneously with the delivery of such 2013 Note to the purchaser thereof, as follows:

A. To the extent not paid or reimbursed by the Issuer from sources other than proceeds of the 2013 Note, the Issuer shall pay all costs and expenses in connection with the preparation, issuance and sale of the 2013 Note.

B. Simultaneously with the delivery of the 2013 Note to the Lender, the Issuer shall pay to the Refunded Note Holder a sum sufficient, [together with other funds of the Issuer,] to fully pay and retire the Refunded Note on the Refunded Note Prepayment Date, including other costs due, if any, with respect to the Refunded Note

C. The balance of the proceeds of the 2013 Note, if any, shall be deposited into a separate fund hereby created and established to be known as the "Refunding Revenue Note, 2013 Project Fund" and shall be used to pay costs of capital improvements of the Issuer.

Section 14. Covenants of the Issuer.

For as long as any of the principal of and interest on the 2013 Note shall be outstanding and unpaid, or until payment has been provided for as herein permitted, the Issuer covenants with the Registered Owner of the 2013 Note as follows:

A. LIMITED OBLIGATIONS.

The principal of and interest on the 2013 Note and all required deposits into the Debt Service Fund and other required payments hereunder are limited and special obligations of the Issuer, payable solely from and secured by an irrevocable pledge of the Pledged Revenues, as provided herein. The 2013 Note shall not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State, or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Pledged Revenues, as herein provided. Neither the State nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the territory of the Issuer to pay the principal of, premium, if any, and interest on the 2013 Note or to make any of the required deposits into the Debt Service Fund or other payments thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, as provided herein.

B. ESTABLISHMENT OF THE DEBT SERVICE FUND AND ACCOUNTS THEREIN.

There is hereby created and established a Debt Service Fund (and the Principal Account and Interest Account therein). The Debt Service Fund and any other special funds herein established and created shall constitute trust funds for the purposes provided herein for such funds. All such funds shall be continuously secured in the same manner as deposits of governmental funds are authorized to be secured by the laws of the State.

The cash required to be accounted for in any funds established hereunder may be deposited in a single bank account, provided that adequate accounting records are maintained to reflect and control the restricted allocation of the cash on deposit therein for the various purposes of such funds as herein provided.

The designation and establishment of the various funds and accounts in and by this Resolution shall not be construed to require the establishment of any completely independent, self-balancing funds as such term is commonly defined and used in governmental accounting, but rather is intended solely to constitute an earmarking of certain revenues for certain purposes and to establish certain priorities for application of such revenues and assets as herein provided.

The moneys in the Debt Service Fund and the accounts therein and the Project Fund until disbursed pursuant to the provisions hereof may be invested and reinvested only in Authorized Investments, in the manner provided by law. All income on such investments shall remain therein and used to pay principal of and interest on the 2013 Note. Authorized Investments in the funds and accounts under this Resolution shall be valued at the market value thereof, exclusive of accrued interest, by the Issuer as frequently as reasonably deemed necessary by the Lender but not less often than annually nor more often than monthly.

C. DISPOSITION OF PLEDGED REVENUES.

The Issuer shall deposit the Non-Ad Valorem Revenues budgeted and appropriated into the Debt Service Fund at such times (but in no case later than the Business Day next preceding an Interest Payment Date) and in such amounts as shall be sufficient to make full and timely payments of the principal of, prepayment premium, if any, and interest on the 2013 Note, all as the same become due and payable, in each year that the 2013 Note is outstanding and unpaid.

D. COVENANT TO BUDGET AND APPROPRIATE.

As long as any of the principal of or interest on the 2013 Note shall be outstanding and unpaid, or until there shall have been set apart in the Debt Service Fund a sum sufficient to pay, when due, the entire principal amount of the 2013 Note remaining unpaid, together with interest accrued and to accrue thereon, and any other expenses hereunder or under the 2013 Note then due, if any, with, the Issuer covenants as follows:

Until the 2013 Note is paid or deemed paid pursuant to the provisions of this Resolution, the Issuer hereby covenants to appropriate in its annual budget, by amendment

if required, in each Fiscal Year, Non-Ad Valorem Revenues sufficient to pay the principal of, prepayment premium, if any, and interest on the 2013 Note, as the same become due and payable. Notwithstanding the foregoing, the Issuer does not covenant to maintain any services or programs, now provided or maintained by the Issuer, which generate Non-Ad Valorem Revenues. Such covenant and agreement on the part of the Issuer to budget and appropriate such amounts of Non-Ad Valorem Revenues shall be cumulative to the extent not paid, and shall continue until such Non-Ad Valorem Revenues or other legally available funds in amounts sufficient to make all such required payments shall have been budgeted, appropriated and actually paid and deposited.

The afore-described covenant to budget and appropriate does not give the Holder a prior claim on the Non-Valorem Revenues as opposed to claims of general creditors of the Issuer. This covenant to appropriate Non-Ad Valorem Revenues is subject in all respects to the payment of obligations secured by a pledge of such Non-Ad Valorem Revenues heretofore or hereinafter entered into (including the payment of debt service on bonds and other debt instruments). However, the covenant to budget and appropriate in its general annual budget for the purpose and in the manner stated herein shall have the effect of making available for the payment of deficiencies in the Debt Service Fund in the manner described herein Non-Ad Valorem Revenues and placing on the Issuer a positive duty to appropriate and budget, by amendment, if necessary, amounts sufficient to meet its obligations under this Resolution. This covenant is subject to the budgeting for and payment for other services and programs which are for essential public purposes affecting the health, welfare and safety of the inhabitants of the Issuer or which are legally mandated by applicable law.

To the extent that the Issuer is in compliance with the covenant contained above and the covenants set forth in Paragraph E of this Section 14, and has budgeted and appropriated in each Fiscal Year Non-Ad Valorem Revenues sufficient to pay the principal of, prepayment premium, if any, and interest on the 2013 Note as the same become due and payable, this Resolution and the obligations of the Issuer contained herein shall not be construed as a limitation on the ability of the Issuer to pledge or covenant to pledge its Non-Ad Valorem Revenues for other legally permissible purposes.

Upon deposit of Non-Ad Valorem Revenues appropriated in each Fiscal Year into the Debt Service Fund, such Non-Ad Valorem Revenues shall become Pledged Revenues, and the Holders of the 2013 Note shall have a first lien on such Pledged Revenues until the principal of, prepayment premium, if any, and interest on the 2013 Note shall be paid or deemed paid within the meaning of this Resolution.

E. ANTI-DILUTION PROVISIONS.

The Issuer hereby covenants that in each Fiscal Year, it will not issue non-self-supporting revenue debt of the Issuer payable from its Non-Ad Valorem Revenues unless: (i) the total outstanding maximum annual non-self-supporting revenue debt service, including the non-self supporting revenue debt service on the debt proposed to be issued, does not exceed fifty percent (50%) of the Issuer's gross Non-Ad Valorem Revenues (all legally available Non-Ad Valorem Revenues of the Issuer from whatever source including investment income) of the Issuer received by the Issuer in the immediately preceding Fiscal Year; and (ii) the net available Non-Ad Valorem Revenues of the Issuer for the preceding Fiscal Year were at least 1.10 times average annual debt service of all indebtedness of the Issuer payable from its Non-Ad Valorem Revenues including the debt proposed to be issued. The Fiscal Year Ending General Fund Balances shall not be considered as available for calculating the coverage requirement for the foregoing purpose.

As used above, the term "non-self-supporting revenue debt" shall mean all revenue debt obligations in whatever form except such revenue debt obligations which are payable from a specific enterprise fund or are otherwise self-liquidating and the term "net available Non-Ad Valorem Revenues" shall mean "gross Non-Ad Valorem Revenues," as defined above, minus costs of operation and maintenance of the Issuer (except any such costs paid from ad valorem taxes) plus legally available unencumbered cash balances on hand at the end of the most recent Fiscal Year.

Within this Section, for the purpose of calculating average annual debt service on any indebtedness which bears interest at a variable rate, such indebtedness shall be deemed to bear interest at the greater of (i) 1.25 times the most recently published Revenue Bond Index of *The Bond Buyer*, or (ii) 1.25 times actual average interest rate during the prior Fiscal Year of the Issuer. In addition, for the purpose of calculating annual debt service on "balloon indebtedness" (as defined in the immediately succeeding sentence), such indebtedness shall be assumed to amortize over a period not to exceed twenty (20) years in substantially equal annual payments at the interest rate set forth in the instrument evidencing such indebtedness if the interest rate is fixed and, if the interest rate is not fixed, at the rate calculated pursuant to the immediately preceding sentence; and any put or tender rights with respect to any indebtedness shall be ignored and such debt shall be assumed to mature as otherwise provided in the instrument evidencing such debt. "Balloon indebtedness" is any indebtedness twenty percent (20%) or more of the principal amount of which comes due in any single Fiscal Year.

F. TAX COMPLIANCE.

The Issuer at all times while the 2013 Note or any portion thereof is outstanding will comply with all applicable provisions of the Code and any valid and applicable rules and regulations promulgated thereunder, in order to ensure that the interest on the 2013 Note will be excluded from gross income for Federal income tax purposes. The Issuer hereby covenants that it will make no investment or other use of the proceeds of the 2013 Note which would cause such 2013 Note to be an "arbitrage bond" as that term is defined in Section 148 of the Code and regulations promulgated thereunder.

Unless the Issuer shall have satisfied the requirements of Section 148 of the Code so as to cause the 2013 Note to be exempted from the rebate requirement, the Issuer shall make such periodic calculations of the Issuer's rebate liability on the 2013 Note and remit such payments as shall be required to comply with Section 148(e) of the Code.

The Issuer covenants that upon request it will make all filings of reports or other documents as may be required by Section 149(e) of the Code and regulations promulgated thereunder.

The Issuer covenants that it will not take any action or allow any action which would cause the 2013 Note to become "private activity bonds" as described in Section 141 of the Code, or to become subject to the alternative minimum tax under the Code.

The Issuer covenants to take all actions reasonable and necessary to maintain the exclusion of the interest on the 2013 Note from gross income for Federal income tax purposes.

The provisions of this Subsection may be modified or amended by resolution of the Issuer without the consent of any Holder, upon receipt of an opinion of nationally recognized Bond Counsel to the effect that such modification or amendment will not adversely affect the exclusion from gross income of interest on the 2013 Note for purposes of Federal income taxation.

G. FINANCIAL STATEMENTS; LENDER INFORMATION REQUESTS.

The Issuer shall provide the Holder with (i) a copy of the Issuer's annual budget within thirty (30) days after said budget has been adopted, (ii) the Issuer's annual audited statements within two hundred seventy (270) days of the end of the Fiscal Year, and (iii) any other information the Lender may reasonably request in writing, which other information, if so requested, shall include, but not be limited to, documentation of other debt of the Issuer.

Section 15. Modification and Amendments.

No modification or amendment of this Resolution or of any ordinance or resolution amendatory hereof or supplemental hereto or the 2013 Note may be made without the consent in writing of the Holders of one hundred percent (100%) of the principal amount of the 2013 Note then outstanding. The Issuer agrees to pay all of the Holder's reasonable costs and reasonable attorneys' fees incurred in modifying and/or amending this Resolution or the 2013 Note at the Issuer's request or behest.

Section 16. Events of Default and Remedies.

A. Events of Default. An "Event of Default" shall be deemed to have occurred under this Resolution if:

(i) The Issuer shall fail to make any payment of the principal of, premium, if any, or interest on the 2013 Note or other amounts due thereunder when the same shall become due and payable, whether by maturity or otherwise; or

(ii) The Issuer shall default in the performance of or compliance with any term or covenant contained in this Resolution or the 2013 Note, other than a term or covenant a default in the performance of which or noncompliance with which is elsewhere specifically dealt with in this Section 16(A), which default or non-compliance shall continue and not be cured within thirty (30) days after the occurrence thereof; or

(iii) Any representation or warranty made in writing by or on behalf of the Issuer in this Resolution or the 2013 Note shall prove to have been false or incorrect in any material respect on the date made or reaffirmed; or

(iv) The Issuer admits in writing its inability to pay its debts generally as they become due or files a petition in bankruptcy or makes an assignment for the benefit of its creditors or consents to the appointment of a receiver or trustee for itself; or

(v) The Issuer is adjudged insolvent by a court of competent jurisdiction, or it is adjudged a bankrupt on a petition in bankruptcy filed by the Issuer, or an order, judgment or decree is entered by any court of competent jurisdiction appointing, without the consent of the Issuer, a receiver or trustee of the Issuer or of the whole or any part of its property, and if the aforesaid adjudications, orders, judgments or decrees shall not be vacated or set aside or stayed within ninety (90) days from the date of entry thereof; or

(vi) If the validity or enforceability of this Resolution or the 2013 Note shall be contested by the Issuer; or if the Issuer shall deny that it has any or further liability or obligations hereunder or thereunder; or

(vii) The Issuer shall file a petition or answer seeking reorganization or any arrangement under the federal bankruptcy laws or any other applicable law or statute of the United States of America or the State.

B. Effect of Event of Default. Upon the occurrence of any Event of Default, the Holder of the 2013 Note may seek enforcement of and exercise all remedies available to it under any applicable law. All payments made on the 2013 Note after an Event of Default, shall be first applied to accrued interest then to any reasonable costs or expenses, including reasonable legal fees and expenses, that the Holder may have incurred in protecting or exercising its rights under this Resolution or the 2013 Note and the balance thereof shall apply to the principal sum due.

C. No Waiver; Cumulative Remedies. No failure or delay on the part of the Holder of the 2013 Note in exercising any right, power, remedy hereunder or under the 2013 Note shall operate as a waiver of the Holder's rights, powers and remedies hereunder, nor shall any single or partial exercise of any such right, power or remedy preclude any other or further exercise thereof, or the exercise of any other right, power or remedy hereunder or thereunder. The remedies herein and therein provided are cumulative and not exclusive of any remedies provided by law or in equity.

Section 17. Defeasance.

If, at any time, the Issuer shall have paid, or shall have made provision for payment of, the principal, interest and prepayment premium, if any, with respect to the 2013 Note, then, and in that event, the covenants, liens and pledges entered into, created or imposed pursuant to this Resolution in favor of the Holder shall be no longer in effect. For purposes of the preceding sentence, deposit of Federal Securities or bank certificates of deposit fully secured as to principal and interest by Federal Securities (or upon consent of the Holder of the 2013 Note, deposit of any other securities or investments which may be authorized by law from time to time and sufficient under such law to effect such a defeasance) in irrevocable trust with a banking institution or trust company, for the sole benefit of the Holder, in respect to which such Federal Securities (or certificates of deposit or such other securities or investments), the principal of which, together with the income thereon, will be sufficient to make timely payment of the principal of, interest on and prepayment premium, if any, on the outstanding 2013 Note, shall be considered "provision for payment." Nothing herein shall be deemed to require the Issuer to exercise its option to prepay all or any portion of the 2013 Note prior to maturity pursuant to any applicable optional prepayment provisions, or to impair the discretion of the Issuer in determining whether to exercise any such option for early prepayment.

Section 18. Use of Additional Funds for Debt Payment.

Subject to the provisions of the Florida Constitution, nothing herein contained shall preclude the Issuer from using any legally available funds, in addition to the Pledged Revenues herein provided, which may come into its possession, including, but not limited to, the proceeds of sale of the 2013 Note, contributions or grants, for the purpose of payment of principal of and interest on the 2013 Note in accordance with the provisions of this Resolution; provided that, nothing herein shall be deemed to grant a pledge of or lien upon such other legally available funds or to obligate the Issuer to make payments in respect of the 2013 Note from any such funds, except from the Pledged Revenues. The Issuer hereby acknowledges that it expects to repay the 2013 Note from the net operating revenues of the Issuer's combined water and sewer utility systems, but such revenues are not pledged or encumbered hereby for such payment.

Section 19. Award of 2013 Note.

The Issuer hereby finds, determines and declares the rapidly changing governmental loan market requires that the loan evidenced by the 2013 Note be negotiated at private sale rather than offered by competitive bid at public sale in order to assure the necessary flexibility to change the maturity, prepayment features or interest rate necessary to obtain the most favorable terms in such market. The negotiated sale of the principal amount of not exceeding \$3,800,000 of the 2013 Note to the Lender is hereby authorized pursuant to Section 218.385, Florida Statutes, at the purchase price of par.

Section 20. Authorization of All Other Necessary Actions.

The proper officers of the Issuer are hereby authorized and directed to execute and deliver the 2013 Note when prepared and deliver the same to the Lender upon payment of the

purchase price. The Mayor, the City Manager, the City Clerk, the Attorney for the Issuer, and Richard I. Lott, McGuireWoods, LLP, bond counsel for the Issuer, are each designated agents of the Issuer in connection with the issuance and delivery of the 2013 Note, and are authorized and empowered, collectively or individually, to take all actions and steps to execute and deliver any and all instruments, documents or contracts on behalf of the Issuer which are necessary or desirable in connection with the execution and delivery of the 2013 Note and which are not inconsistent with the terms and provisions of the Resolution and other actions relating to the 2013 Note heretofore taken by the Issuer.

Section 21. Repealing Clause.

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

Section 22. Severability of Invalid Provisions.

If any one or more of the covenants, agreements or provisions herein contained shall be held contrary to any express provision 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 separable from the remaining covenants, agreements or provisions and shall in no way affect the validity of any of the other provisions hereof or of the 2013 Note issued hereunder.

Section 23. Venue; Applicable Law.

This Resolution and the 2013 Note shall be governed by applicable Federal law and the internal laws of the State. The Issuer agrees that certain material events and occurrences relating to this Resolution and the 2013 Note bear a reasonable relationship to the laws of the State and the validity, terms, performance and enforcement of this Resolution and the 2013 Note shall be governed by the internal laws of the State which are applicable to agreements which are negotiated, executed, delivered and performed solely in the State. The Holder, by acceptance of the 2013 Note, and the Issuer hereby consent to the exercise of jurisdiction over them in connection with any litigation based on the 2013 Note or arising out of, under or in connection with this Resolution, by the Circuit Court of Santa Rosa County, Florida

The laws of the State shall be the law applied in the resolution of any action, claim or other proceeding arising out of this Resolution and the 2013 Note.

Section 24. Waiver of Jury Trial.

TO THE EXTENT PERMITTED BY LAW, THE ISSUER AND THE LENDER (UPON ITS PURCHASE OF THE 2013 NOTE) EACH KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY, WITH RESPECT TO ANY LITIGATION OR LEGAL PROCEEDINGS BASED ON, OR ARISING OUT OF THIS RESOLUTION OR THE 2013 NOTE, INCLUDING ANY COURSE OF CONDUCT, COURSE OF DEALINGS, VERBAL OR WRITTEN STATEMENT, OR ACTIONS OR OMISSIONS OF ANY PARTY WHICH IN ANY WAY RELATES TO SUCH

2013 NOTE OR THIS RESOLUTION.

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Section 25. Effective Date.

This Resolution shall take effect immediately upon its adoption, this 7th day of October, 2013.

ADOPTED BY THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, THIS 7TH DAY OF OCTOBER, 2013.

CITY OF GULF BREEZE, FLORIDA

(SEAL)

By: _____
Mayor

ATTEST:

City Clerk

EXHIBIT "A"

FORM OF 2013 NOTE

No. R-

\$ _____

**TRANSFER OF REGISTRATION OF THIS NOTE IS RESTRICTED. SEE SECTION 9
OF RESOLUTION NO. R2013-___ HEREIN DESCRIBED.**

**UNITED STATES OF AMERICA
STATE OF FLORIDA
CITY OF GULF BREEZE, FLORIDA
REFUNDING REVENUE NOTE, SERIES 2013**

<u>Note Interest Rate</u>	<u>Maturity Date</u>	<u>Dated Date</u>
2.85% (as may be adjusted as herein provided)	October 1, 2028	October 10, 2013

Registered Owner: COMPASS MORTGAGE CORPORATION

Principal Amount:

KNOW ALL MEN BY THESE PRESENTS, that the City of Gulf Breeze, Florida (hereinafter called "Issuer"), for value received, hereby promises to pay, solely from the sources hereafter described, the Principal Amount hereof, to the Registered Owner identified above (the "Registered Owner"), or registered assigns, on the dates and in the amounts set forth on Schedule "I" hereto, and to pay, solely from said sources, interest on said sum from the Dated Date or from the most recent Interest Payment Date to which interest has been paid, at the Note Interest Rate, calculated on a year of 360 days consisting of twelve 30-day months, until payment of such sum, subject to adjustment as provided on Schedule "II" hereto, which is hereby incorporated by reference with the same effect as if set forth herein in its entirety. Such interest shall be payable on April 1 and October 1 of each year, commencing on April 1, 2014, and shall be paid to the Registered Owner by ACH Direct Debit. All amounts due hereunder prior to final maturity, or prepayment in whole, shall be paid without presentment by ACH Direct Debit on the date such amount is due or such other method as directed by the Registered Owner to the Issuer prior to the payment thereof.

The final payment of principal of this Note shall be made upon presentation and surrender hereof on the Maturity Date at the principal office of the Clerk of the Issuer in Gulf Breeze, Florida, or at the office designated for such payment of any successor thereof. The entire unpaid principal balance, together with all accrued and unpaid interest thereon, shall be due and payable in full on October 1, 2028. All such sums payable hereunder shall be payable in

any coin or currency of the United States of America which is at the time of payment legal tender for the payment of public or private debts.

Any payment required to be made with respect to this Note which is received later than its due date shall bear interest from such due date at a rate equal to the higher of the Note Interest Rate or the Default Rate, as defined in the Resolution (herein defined).

A late charge shall be due and payable on any scheduled payment of principal of and, to the extent legally enforceable, interest on, this Note that shall not have been paid by the tenth (10th) day following the date such scheduled payment is due and payable, in an amount equal to five percent (5%) of such scheduled payment. The foregoing right to a late charge is in addition to, and not in limitation of, any other rights which the Registered Owner may have upon the Issuer's failure to make timely payment of such principal and/or interest.

Prepayments in whole or in part of the outstanding principal balance on this Note on or after October 1, 2023, shall be at a prepayment price of one hundred percent (100%) of the prepaid principal plus accrued interest to the date of prepayment. Prepayments in whole or in part of the outstanding principal balance on this Note prior to October 1, 2023, shall be at a prepayment price of one hundred percent (100%) of the prepaid principal plus accrued interest to the date of prepayment plus a prepayment premium equal to the amount described on Schedule III of this Note.

If the date for payment of the principal of, premium, if any, or interest on this Note shall be a Saturday, Sunday, legal holiday or a day on which the banking institutions in the city where the Registered Owner is located are authorized by law or executive order to close, then the date for such payment shall be the next succeeding day which is not a Saturday, Sunday or legal holiday or a day on which such banking institutions are authorized to close, and payment on such date shall have the same force and effect as if made on the nominal date of payment.

This Note constitutes an authorized issue in the principal amount of \$3,800,000 issued to finance the cost of refunding all of the remaining principal amount outstanding of the Issuer's South Santa Rosa Utility System Refunding Revenue Note, Series 2009B, pursuant to the authority of and in full compliance with Chapter 166, Florida Statutes, as amended, Chapter 61-2207 Laws of Florida Special Acts of 1961, as amended and supplemented, being the Charter of the City, and other applicable provisions of law, and Resolution No. 2013-__ duly adopted by the Issuer on October 7, 2013 (the "Resolution") and is subject to all the terms and conditions of the Resolution, the provisions (including defined terms) of which are incorporated herein by reference.

This Note is a limited and special obligation of the Issuer payable solely from and secured by an irrevocable lien upon and pledge of the Pledged Revenues to the extent and as described in the Resolution.

This Note does not constitute an indebtedness, liability, general or moral obligation, or a pledge of the faith, credit or taxing power of the Issuer, the State of Florida or any political subdivision thereof, within the meaning of any constitutional or statutory provision or limitation, but shall be payable solely from the Pledged Revenues. Neither the

State of Florida nor any political subdivision thereof, nor the Issuer shall be obligated (1) to exercise its ad valorem taxing power or any other taxing power in any form on any real or personal property in the City to pay the principal of, premium, if any, or interest on this Note or to make any of the required Debt Service Fund or other payments thereon, or other costs incidental thereto or (2) to pay the same from any other funds of the Issuer, except from the Pledged Revenues, in the manner provided herein and the Resolution. It is further agreed between the Issuer and the Registered Owner of this Note that this Note and the indebtedness evidenced hereby shall not constitute a lien upon any property of the Issuer, but shall be payable only from the Pledged Revenues, in the manner provided in the Resolution.

In and by the Resolution the Issuer has made certain covenants and agreements with the Registered Owner of this Note, and reference is hereby made to the Resolution for a description of such covenants and agreements. Pursuant to the Resolution, the Issuer has reserved the right to amend the Resolution all in the manner, and upon the terms and conditions provided in the Resolution.

It is hereby certified and recited that all acts, conditions and things required to happen, exist and be performed, precedent to and in the issuance of this Note, have happened, exist, and have been performed in due time, form and manner as required by the Constitution and laws of the State of Florida applicable thereto.

The Issuer may deem and treat the person to whom this Note is issued as the absolute Owner hereof for the purpose of receiving payment of or on account of principal hereof and interest due hereon and for all other purposes, and the Issuer shall not be affected by any notice to the contrary. No transfer of this Note shall be effective until the same has been surrendered to the Issuer for transfer and a new Note has been issued in the name of the transferee. The Issuer has limited transferability of this Note to banks or other qualified institutional investors and accredited investors as described in the Resolution, and requires the delivery of a purchaser's letter in substantially the form attached hereto as Schedule "IV" prior to transferring registration of this Note to a new Owner; provided, however, the Registered Owner will have the right to assign this Note to an affiliate or subsidiary of the Registered Owner in its sole discretion.

IN WITNESS WHEREOF, the City of Gulf Breeze, Florida, has issued this Note and has caused the same to be manually signed by the Mayor and the seal of the City to be affixed, impressed, lithographed or reproduced hereon, and attested by the City Clerk, all as of this 10th day of October, 2013.

CITY OF GULF BREEZE, FLORIDA

By: _____
Mayor

(SEAL)

ATTEST:

By: _____
City Clerk

SCHEDULE "I" TO FORM OF NOTE
PRINCIPAL PAYMENT SCHEDULE

Payment Date <u>(October 1)</u>	Amortization <u>Installment</u>
2014	\$ 206,569.44
2015	212,456.67
2016	218,511.68
2017	224,739.27
2018	231,144.33
2019	237,731.95
2020	244,507.31
2021	251,475.77
2022	258,642.83
2023	266,014.15
2024	273,595.55
2025	281,393.02
2026	289,412.72
2027	297,660.99
2028*	306,144.32
Total	<u>\$3,800,000.00</u>

*Final Maturity

SCHEDULE "II" TO FORM OF NOTE INTEREST RATE ADJUSTMENT

Upon the occurrence of a Determination of Taxability and for as long as the Note remains outstanding, the Rate of Interest on the Note shall be converted to the Taxable Rate. In addition, upon a Determination of Taxability, the Issuer shall pay to the Owner (i) an additional amount equal to the difference between (A) the amount of interest actually paid on the Note during the Taxable Period and (B) the amount of interest that would have been paid during the Taxable Period had the Note borne interest at the Taxable Rate, and (ii) an amount equal to any interest, penalties on overdue interest and additions to tax (as referred to in Subchapter A of Chapter 68 of the Code) owed by the Owner as a result of the Determination of Taxability.

"Determination of Taxability" means a final decree or judgment of any Federal court or a final action of the Internal Revenue Service determining that interest paid or payable on the Note is or was includable in the gross income of an owner of the Note for Federal income tax purposes; provided, that no such decree, judgment, or action will be considered final for this purpose, however, unless the Issuer has been given written notice and, if it is so desired and is legally allowed, has been afforded the opportunity to contest the same, either directly or in the name of the owner of a Note, and until the conclusion of any appellate review, if sought.

"Taxable Period" shall mean the period of time between (a) the date that interest on the Note is deemed to be includable in the gross income of the owner thereof for federal income tax purposes as a result of a Determination of Taxability, and (b) the date of the Determination of Taxability.

"Taxable Rate" shall mean, upon a Determination of Taxability, the interest rate per annum that shall provide the Owner with the same after tax yield that the Owner would have otherwise received had the Determination of Taxability not occurred, taking into account the increased taxable income of the Owner as a result of such Determination of Taxability. The Owner shall provide the Issuer with a written statement explaining the calculation of the Taxable Rate, which statement shall, in the absence of manifest error, be conclusive and binding on the Issuer. The Taxable Rate shall be subject to all other adjustments as provided herein.

SCHEDULE "III" TO FORM OF 2013 NOTE PREPAYMENT PROVISIONS

Prepayment. Prepayments in whole or in part of the outstanding principal balance on the Note on or after October 1, 2023, shall be at a prepayment price of one hundred percent (100%) of the prepaid principal plus accrued interest to the date of prepayment. Prepayments in whole or in part of the outstanding principal balance on the Note prior to October 1, 2023, shall be at a prepayment price of one hundred percent (100%) of the prepaid principal plus accrued interest to the date of prepayment plus a prepayment premium described below.

The Issuer agrees that all loan fees and other prepaid charges are earned fully as of the date of the loan evidenced by the Note and will not be subject to refund, except as required by law. Subject to the prepayment fee and other conditions provided herein, the Issuer may pay all or a portion of the amount owed before it is due. Prepayment in full shall consist of payment of the remaining unpaid principal balance together with all accrued and unpaid interest and all other amounts, costs and expenses for which the Issuer is responsible under the Note or any other agreement with Lender pertaining to this loan before such amounts are due. Prepayment in part shall consist of payment of any portion of the unpaid principal balance before it is due. Unless otherwise agreed by Lender in writing and provided that the Issuer is current on all amounts due, payments applied to the loan before Lender's creation of a billing statement for the next payment due will be applied entirely to principal, and payments applied to the loan after the creation of such billing statement will be applied according to that billing statement. Unless otherwise agreed by Lender in writing and provided that the Issuer is current on all amounts due, payments applied to the loan before Lender's creation of a billing statement for the next payment due shall not relieve the Issuer of the Issuer's obligation to continue making, uninterrupted, payments under the Note.

The Issuer agrees not to send Lender payments marked "paid in full", "without recourse", or similar language. If the Issuer sends such a payment, Lender may accept it without losing any of Lender's rights under the Note, and the Issuer will remain obligated to pay any further amounts owed or that may become owed to Lender. All written communications concerning disputed amounts, including any check or other payment instrument that indicates that the payment constitutes "payment in full" of the amount owed or that is tendered with other conditions or limitations or as full satisfaction of a disputed amount, must be mailed or delivered to: Compass Bank, PO Box 3096, Birmingham AL 35202.

Prepayment Fee. If the Issuer makes any prepayment of the outstanding principal balance on the Note, the Issuer shall pay to Lender a prepayment fee equal to the quotient of (i) the product of (a) AYD, times (b) Average Principal, times (c) Percent Prepaid, times (d) Days Remaining, divided by (ii) 360.

Definitions:

"AYD" means the difference (but not less than zero) between: (i) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the date on which the loan was originated, for a maturity that is the same as the term of the loan at origination (rounded to the nearest whole

number of months) or, if no such maturity is reported, an interpolated yield based on the reported maturity that is next shorter than, and the maturity reported that is next longer than, the term of the loan at origination, and (ii) the U.S. Treasury constant maturity yield, as reported in the H.15 Report for the Prepayment Date for a maturity that is the same as the remaining term of the loan at the Prepayment Date (rounded to the nearest whole number of months) or, if no such maturity is reported, then the interpolated yield using the method described in (i) above, but based on the remaining term of the loan on the Prepayment Date. If the H.15 Report is not available for any day, then the H.15 Report for the immediately preceding day on which yields were last reported will be used.

“H.15 Report” means the Federal Reserve Board’s Statistical Release H.15, “Selected Interest Rates”. Weekly releases of, and daily updates to, H.15 Reports generally are available at the Federal Reserve Board’s website, www.federalreserve.gov. If the H.15 Report is replaced or otherwise unavailable, Lender may designate the replacement report or another report reasonably comparable to the H.15 Report, which shall be used in place of the H.15 Report.

“Average Principal” means the simple average of (i) the principal loan balance on the Prepayment Date, and (ii) the principal loan balance scheduled, as of the Prepayment Date (taking into account any prior prepayments), but for the prepayment, to be due at the maturity date of the loan (plus any accrued and unpaid fees or other sums owed under the loan documents).

“Percent Prepaid” means the percentage determined by dividing the principal amount of the loan being prepaid by the principal loan balance outstanding on the Prepayment Date.

“Days Remaining” means the number of days from the Prepayment Date through the maturity date of the loan.

“Prepayment Date” means the date on which Lender received the prepayment.

SCHEDULE "IV" TO FORM OF NOTE

PURCHASER'S LETTER

[PURCHASER'S LETTERHEAD]

Mayor
City Council
City of Gulf Breeze, Florida

McGuireWoods, LLP
Jacksonville, Florida

To Whom It May Concern:

We certify that the following are true and correct in relation to the purchase by Compass Mortgage Corporation (the "Lender"), of the \$_____ Refunding Revenue Note, Series 2013 (the "2013 Note") dated October 10, 2013, and issued by City of Gulf Breeze, Florida (the "Issuer") pursuant to Resolution 2013-____ duly adopted by the Issuer on October 7, 2013 (the "Resolution"):

1. The Lender is an "accredited investor" within the meaning of Regulation D under the Securities Act of 1933 (the "1933 Act").
2. The Lender has made its own inquiry and analysis with respect to the Issuer, the 2013 Note and the security therefor, and other material factors affecting the security for and payment of the 2013 Note.
3. The Lender has received the financial information requested by the Lender from the Issuer in connection with the 2013 Note and has been afforded the opportunity to examine such documents and receive such written information concerning the terms and conditions of the 2013 Note and the financial condition and creditworthiness of the Issuer as the Lender has deemed necessary to receive in connection with determining whether to purchase the 2013 Note.
4. The Lender understands that the loan is evidenced by the 2013 Note, and the 2013 Note is issued in a single denomination equal to the aggregate principal amount of the 2013 Note and may not be transferred except in whole and to a Permitted Lender, as defined in the Resolution.
5. The Lender is acquiring the 2013 Note from its own capital for its own accounts for investment and not with a present view to the resale or other distribution of all or any part thereof or any interest therein to others.
6. The Lender acknowledges that it is permitted to transfer the 2013 Note only upon compliance with the requirements of the Resolution and the 2013 Note.

7. The interest rate established for the 2013 Note was established at arms length between the Lender and the Issuer.

8. The Lender further represents, warrants and covenants that:

(i) it understands that so long as it is not, in the opinion of bond counsel, required by any applicable law, regulation, rating agency standard or rule of an applicable regulatory agency, the Issuer does not intend to make any filing with respect to the loan represented by the 2013 Note with the Electronic Municipal Market Access system of the Municipal Securities Rulemaking Board's continuing disclosure site;

(i) it understands that no CUSIP will be obtained with respect thereto;

(iii) the 2013 Note carries no rating from any credit rating agency.

9. The Lender acknowledges that the 2013 Note has not been designated as a qualified tax exempt obligation under Section 265(b) of the Internal Revenue Code.

COMPASS MORTGAGE CORPORATION

By: _____
Its: Senior Vice President



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 9/25/2013

Subject: Membership Dues – Florida Redevelopment Association

Attached is an invoice for annual dues for membership in the Florida Redevelopment Association. With an annual gross budget of about \$745,000 in the City's Community Redevelopment agency, we owe \$745.00 in dues.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET MONDAY, OCTOBER 7, 2013 AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY AND APPROVE PAYMENT OF \$745.00 FOR ANNUAL MEMBERSHIP IN THE FLORIDA REDEVELOPMENT ASSOCIATION.



September 9, 2013



Edwin Eddy
City of Gulf Breeze
P. O. Box 640
Gulf Breeze, FL 32562-0640

President
Steve Lindorff

Immediate Past President
Marc Mondell

President Elect
Jeremy Earle

Treasurer
Gus Gianikas

Elected Official Liaisons
Joy F. Cooper
Eric Haynes

At Large Directors
Courtney Barker
Diane Colonna
Kevin Crowder
Brenna Durden
Michael English
Jeanette Fenton
Marjorie Ferrer
Sherod Halliburton
Gail Hamilton
Marc Kleisley
Peter Moore
Michael Parker
Richard D. Sala

General Counsel
Clifford D. Shepard

Post Office Box 1757
Tallahassee, Florida 32302-1757
(850) 222-9684
Fax (850) 222-3806
www.redevelopment.net

Dear Mr. Eddy:

We very much appreciate your support!

You make it possible to provide you with the absolute best place to find quick information, education, trends, data, networking and advocacy for quality community revitalization in Florida.

Attached is a dues renewal invoice for 2013-2014. If we receive your dues by October 31, 2013, all benefits for all employees or volunteers associated with your agency or business will continue uninterrupted. This includes a member discount at FRA events and your personal password for access to the members' section of www.redevelopment.net.

New this year is an added feature: if you complete the "CRA Data Questionnaire", you will automatically be entered for a chance to win one of five free 2013 conference registrations. Go to www.redevelopment.net and click on the blue CRA Data Questionnaire button (lefthand side). (If you win and have already paid, we will refund your registration fees.)

We look forward to seeing you in Tampa at the conference. The program is packed with new perspectives to help your projects and programs succeed. All information is available at www.redevelopment.net (top tab Annual Conference).

If we may be of assistance, please let me know at 850-570-7206.

Sincerely,

Carol Westmoreland
Executive Director



**FLORIDA
REDEVELOPMENT
ASSOCIATION**

Why Renew Your Membership?

ANNUAL CONFERENCE –

Attend the redevelopment event of the year! For more details go to <http://redevelopment.net/annual-conference/>.

REDEVELOPMENT ASSISTANCE PROGRAM –

Do you need a redevelopment expert to visit your city? Go to <http://redevelopment.net/cra-resources/rap/> for more information.

ANNUAL AWARDS PROGRAM –

How would you like to be recognized in front of your peers for a project in your redevelopment area? We are proud to say that our annual awards program has grown tremendously! See <http://redevelopment.net/awards/>.

INTERACTIVE WEBSITE –

Receive up-to-date information happening all over the state, available directly through our members-only section of www.redevelopment.net. Sign up for your password. Then you can send queries to all members, who will respond directly to you. That information is stored by topic for future research by members.

LEGISLATIVE REPRESENTATION –

We are your legislative champion in Tallahassee!

REDEVELOPMENT ACADEMY –

Attain a level of knowledge and professionalism in the field of redevelopment by participating in the Certification Program. Go to <http://redevelopment.net/redevelopment-academy/>.

REGIONAL MEETINGS AND EVENTS –

The FRA hosts regional events throughout the year to bring training and information directly to you at home.

THANK YOU!

For more information, call Jan Piland at (850) 222-9684 or email jpiland@flcities.com.

www.redevelopment.net



City of Gulf Breeze

Memorandum

To : Mayor and City Council
From :  Edwin A. Eddy, City Manager
Date : September 27, 2013
Subject: **Regenerative Tissue Testing Lab**

At a workshop on September 3, the City Council received a presentation from Dr. Adam Anz, Chad Gilliland and others from Andrews Research and Education Institute (AREI) concerning the subject listed above. A copy of the presentation is attached for your reference. The purpose of the presentation by Dr. Anz and AREI staff was to request a contribution from the City toward the construction of a lab at AREI. The contribution of \$350,000 could come from the Community Redevelopment Agency or other funds to be used to foster economic development.

The presence of the Baptist Hospital/Andrews Institute campus is a tremendous economic engine for the City of Gulf Breeze. Overall, the region is energized by a \$41,000,000 payroll from the overall Baptist Gulf Breeze consolidated campus. The campus has over 600 employees (52% of the 600 live in greater Gulf Breeze/Santa Rosa with 33% in the City). This type of work force is one of the most stable a City can have. This stability translates to higher property value in the City and solid economic activity for local commercial properties. Baptist continues to expand and develop the overall campus. Over the past year, a heart catheterization lab was added within Gulf Breeze Hospital.

Andrews Institute is one of the most successful orthopedic surgery, rehabilitation, and research facilities in the United States. Andrews/Baptist completed about 6,000 surgeries last year on this campus. The continuing challenge is to maintain this position. Recognition of AREI as a leader is enhanced by numerous print articles and excerpts on ESPN and other networks about leading athletes' surgeries at AREI. The presentation on September 3 offered a glimpse into what may become the next step forward in orthopedic surgery. It may be essential for AREI to also be at the forefront of this next phase.

The proposed lab will provide a venue for Phase II testing of using regenerative tissue from the prospective patient to be inserted after surgical repair to aid the recovery process. Phase I evaluation overseas has indicated success. The lab for Phase II testing can be constructed right

here in Gulf Breeze within AREI. Other venues vying to be the host include Wake Forest and Stanford.

There are several tangible, quantifiable benefits from the proposed investment of \$350,000 from CRA funds:

1. Andrews Institute and Baptist/Gulf Breeze currently undertake 6,000 surgeries per year. This number can be expected to increase over five years as regenerative tissue testing is completed and validated.
2. Andrews and Baptist currently have a \$41 million payroll (salaries and benefits). This number can be expected to increase.
3. One-third of the Baptist/Andrews staff live within the City limits. Approximately half live in Santa Rosa County. These numbers will increase.
4. At the outset, the economic activity from visitors to the area resulting from the 6,000 surgeries should be quantified. There will be an increase in this figure due to the higher number of surgeries.
5. The medical/health related activity at Gulf Breeze Hospital/Andrews attracts health care professionals to reside in the City. This results in higher property value and better schools. Higher property values result in more ad valorem revenue to pay for more services and better schools. A trend upward is created. The fact that this lab is located on the Gulf Breeze Hospital campus will increase this activity.
6. There will be the same kind of positive press for the City as resulted from the contribution to the Eagle Fund. This type of positive media coverage normally costs a great deal of money.
7. Other companies or medical organizations will likely seek to relocate to the City. This may make investment in the properties that comprise "Catalyst Site #1" more likely.
8. Other agencies may be inspired or leveraged into contributing to this project by the City's commitment. It is possible that a portion of these funds could reduce or payback the City's investment.
9. Certain products or procedures that do not necessarily involve surgery may result from the lab results. It is possible for the City to recover its investment from these products and services.

At the October 7 City Council meeting, the City Council should consider meeting as the Board of Directors of the CRA and approving the concept of a \$350,000 economic development incentive to AREI for the construction of the regenerative tissue lab. The actual contribution should be conditioned upon an agreement to be considered by the Council. The agreement

would include conditions under which the economic development incentive would either be considered a grant (not paid back) or a loan (paid back).

For example, a summary of the economic impact of the Baptist/Andrews could be prepared between now and January 1, 2014. This summary would include the points provided herein and others based on input from the Council and/or a professional in the field. The consultant would estimate normal growth of the factors and variables such as the number of surgeries and payroll as well as the expected enhanced growth rate in each factor created by this incentive. If the enhanced growth rate of the various factors is achieved, then the \$350,000 becomes a grant. If the increased activity is merely normal growth, then a portion of the \$350,000 would be repaid to the City. Baptist/Andrews could be tasked with providing the Council semi-annual or annual reports. In 2019, five years after completion of the lab, the City Council would evaluate the reports and decide if the resulting increased activity has been adequate in accordance with the agreement.

RECOMMENDATION:

THAT THE CITY COUNCIL MEET ON MONDAY, OCTOBER 7, 2013, AS THE BOARD OF DIRECTORS OF THE COMMUNITY REDEVELOPMENT AGENCY AND APPROVE THE CONCEPT OF A CONTRIBUTION OF \$350,000 TO ANDREWS RESEARCH EDUCATIONAL INSTITUTE FOR THE DEVELOPMENT OF A LAB FOR THE STUDY OF TISSUE REGENERATION AND AUTHORIZE THE CITY ATTORNEY AND STAFF TO DEVELOP AN AGREEMENT BETWEEN AREI AND THE CITY GOVERNING THE USE AND PAYBACK OF THIS AMOUNT.

Regenerative Sports Medicine Center at the Andrews Institute

Background:

In recent years, it has become clear that the study and application of biology as related to healing is the future of modern sports medicine. Direct progress has been made with clear clinical benefit including products such as platelet-rich plasma, bone marrow aspirate concentrate, and peripheral blood stem cells. Orthopaedics is on the verge of a considerable advancement in the clinical and academic application of biologics to improve our established procedures. Our goal is to establish a regenerative sports medicine center which will house the laboratory and infrastructure to pioneer new biologic treatments within the field of orthopaedic sports medicine. This center will drive clinical advancement and academics in this field, as well as attract notable clientele from around the world to the Andrews Institute and Gulf Breeze to take advantage of the innovative, new treatment options. Additionally, it will immediately create 7 full-time skill jobs upon completion of the laboratory and have the potential to create more jobs in the future as it expands. Our long term goal is to establish the Andrews Institute as clear leader within regenerative sports medicine and establish the tools and reputation to maintain that role indefinitely.

As the population of the United States and other developed economies in the world ages, and as the amount of time spent on active recreational activities increases, there will be an increase in the number of patients who require regenerative medicine to maintain their quality of life. Centers such as the proposed Andrews Orthobiologics Center are needed to help develop the science and the technologies necessary to offer these regenerative medicine services. Locating a facility such as the proposed Andrews Orthobiologics Center at the Andrews Institute will successfully combine advanced research and development capabilities with the intellectual and surgical abilities of the physicians located at the Andrews Institute. This combination will create many opportunities for new technological developments and revenue generation.

Objectives:

1. Establish a laboratory which can immediately offer biologic treatments to patients
2. Establish a Regenerative Sports Medicine Center for the development of new treatments which require steps to progress through FDA approval and are currently not available due to FDA regulations
3. Establish the Andrews Institute and Gulf Breeze as an internationally preferred destination for ortho-biologic treatments

Initial Products:

Upon completion of the laboratory, two biologic products will be immediately available to offer patients and available for clinical trials at the Andrews Institute. These initial products, platelet-rich plasma and bone marrow aspirate, are currently available to patients, yet currently produced with techniques that do not capture data which can be used for clinical trials and to establish protocols which can be patented. The laboratory will produce the products in a fashion that is superior to alternative available products because the numbers of platelets and stem cells will be calculated in these products at the time of treatment. This will improve the ability to study these treatments and pioneer application methods.

Investigational Products:

Upon completion of the laboratory, we will begin FDA sanctioned clinical trials on two additional biologic products, which are not available anywhere in the United States because of FDA regulations. These will include stem cells obtained from a patient's own blood and stem cells collected from a patient's knee fat. Gulf Breeze will be the only location within the United States where stem cells are collected from a patient's own blood as part of investigating treatment of cartilage injury. Additionally, we will begin developmental work on heat shock protein therapy, an alternative to commercially available products for the treatment of joint osteoarthritis.

Implementation Steps to Establishing a World Class Biologic Ortho-Biologic Lab

- A. *Facility Needs Assessment* -The objectives of the Regenerative Sports Medicine Center, the work of the orthopaedic specialist practicing at Andrews Institute, and the development of FDA sanctioned clinical trials all will have the common thread of using the Andrews Research and Education Institute as the facility housing ortho-biologic research. Collaboratively, all stakeholders can provide the necessary information to engage design professionals to develop the facility enhancements plan and estimates of the costs to construct such facilities.
- B. *Establishing the program objectives and enlisting world renowned orthopaedic specialists* – The team of key orthopaedic surgeons, biological researchers, laboratory technicians, and other support personnel will be assembled to define the mission of the facility, follow protocols, advance the ortho-biologic treatments and ultimately define the success of the facility. Through the guidance and administration of AREI, an organizational structure will be established to meet as many, if not all, the objectives of the various stakeholders.
- C. *Funding* – Following the facility needs being well defined, the research team being identified, and an organizational structure being created, funding sources will be solicited. Although the program objectives will better help determine the funding needs and sources, it is expected a range of public and private sector sources will be utilized. These will include local assistance from the City of Gulf Breeze Community Redevelopment Agency; corporate funding, as capital contribution and/or management resources from Baptist Health Care; grants from various state and federal agencies; investment by stakeholders; investment by outside interests; investment by professional associations such as major league sports organizations; and any other parties identified as investors or contributors.

Our Current Status and Short term plan of action

- A. *Facility Needs Assessment* –
Research conducted over the last week has finalized the needs of the facility. The facility needs are presented in line item fashion below.
- B. *Establishing program objectives and enlisting world renowned specialists* –

Dr. Adam Anz in consultation with Dr. James Andrews has demonstrated the energy, intense interest, and professional skills to inspire an active initiative to create the Ortho-Biologic Laboratory within the Andrews Research and Education Institute. Dr. Andrews has expressed on numerous occasions the potential of ortho-biologic treatments as being revolutionary in the healing of orthopaedic injuries. Through Dr Andrew's indelible support of AREI and the resources it can provide, the plan to pursue an ortho-biologic lab has been born.

Once operational an orthobiologics laboratory would immediately be available to host the first clinical trial in the United States to utilize a patient's own stem cells for cartilage regeneration. Dr. Anz has long been a collaborator with Dr. SAW Khay Yong of Malaysia, founder and senior partner of the Kuala Lumpur Sports Medicine Centre. Dr. SAW has advanced the techniques of cartilage regeneration through the use of stem cells and is close to initiating clinical trials within the United States. Dr. Saw has solidified his interest in being affiliated with AREI and having the Andrews Institute host his initial clinical trials in the United States. He has set Dr. Anz as the point physician to bring his technique to the United States.

The opportunity to immediately partner with Dr. Saw Khay Yong is one of many areas in which the Andrews Orthobiologics Center could play a key role in the development of new regenerative medicine therapies. Immediate areas of involvement are outlined below:

- Peripheral Blood Stem Cells- Partnership with Dr. Saw solidified but not formalized
- Platelet Rich Plasma- Implement SOP's of Dr. David Karli
- Bone Marrow Aspirate- Implement SOP's of Dr. David Karli
- Synovial Stem Cells- To be Developed by Dr Anz in Partnership with Parcell Labs
- Adipose Derived Stem Cells- To be Developed by Dr. Anz
- Heat Shock Protein Therapy- To be Developed by Dr. Anz with Dr. James Watson
- Manufacture of Av-So Unsaponifiables- To be Developed by Dr. Anz with Dr. James Watson
- Rapamycin Injectable Development- To be Developed by Dr. Anz with Dr. James Watson and the AU Vet School

C. Funding –

As the population of the United States and other developed economies in the world ages, and as the amount of time spent on active recreational activities increases, there will be an increase in the number of patients who require regenerative medicine to maintain their quality of life. Centers such as the proposed Andrews Orthobiologics Center are needed to help develop the science and the technologies necessary to offer these regenerative medicine services. Locating a facility such as the proposed Andrews Orthobiologics Center at the Andrews Institute will successfully combine advanced research and development capabilities with the intellectual and surgical abilities of the physicians located at the Andrews Institute. This combination will create many opportunities for new technological developments and revenue generation.

In addition to generating revenue through grants and the creation of intellectual property related to commercial viable regenerative medicine products, the Andrews Orthobiologics Center will provide a service to the patients at the Andrews Institute and the surrounding area that they otherwise would not be able to receive. Using the platform of the Andrews Institute there is an opportunity to become the number one destination for orthopedic regenerative therapies in the United States and eventually the world. The positive economic impact from accomplishing this goal will generate revenue for all shareholders and affiliated business, and generate revenue for the local and state governments of Florida. The following is a list of revenue generation opportunities:

- The development of new intellectual property
- Grants
- Contract facility for clinical trials for private and public companies
- Provide services for area physicians
- Educational offerings
- U.S. and international academic and industry collaborations, partnerships, and joint ventures

The mission of the Andrews Orthobiologics Center is to become the number one research and development facility for regenerative therapies for orthopaedics and to assist the Andrews Institute in becoming the number one orthopaedic regenerative medicine destination in the world.

Andrews Regenerative Sports Medicine Center Laboratory Needs Assessment

Benefits to state and local community

1. Job creation- Immediately 7 personnel and 5 year goal of 25 personnel
2. Medical tourism revenue
3. Prestige/international awareness

Needs

Facility:

- Facility renovation = \$50/sq.ft.
- GMP lab set up = \$800/sq.ft.
- Facility licensing = \$5,000

Total Anticipated Cost = \$185,000

Equipment: (Sample list of needs)

- Apheresis machine
- Biosafety cabinet - \$12,000
- Control rate freezer - \$15,000
- Liquid nitrogen storage - \$22,000
- Liquid nitrogen supply tank (3)
- Medical fridge
- Centrifuge - \$5,000
- Quality Control Flow cytometry machine
- Cell Qualification Flow cytometry machine
- Microscope - \$3,000
- Computer (5) - \$5,000

Total Anticipated Cost = \$600,000

Operating:

- Personnel
 - o Apheresis Nurse (2) = \$80,000 each
 - o Lab technician (2) = \$45,000 each
 - o Quality Control Manager = \$55,000
 - o Research study coordinator = \$42,000
 - o Business Manager = \$50,000
 - o Medical Director = \$100,000
- Consumable goods
- Rent = \$19.86/sq.ft. x 1,800
- Utilities \$12.28/sq.ft. x 1,800

Total Anticipated Cost = \$600,000/year

Possible Lab Floor Plan 1

GMP ROOM	Cryo Storage and Quality Control	GMP ROOM
Men's Locker	Clean Room	Women's Locker
Offices/Work Area	Entrance	Offices/Work Area

Possible Lab Floor Plan 2

GMP ROOM	Cryo Storage and Quality Control	GMP ROOM	
Offices/Work Area	Entrance	Women's Locker	Men's Locker
Offices/Work Area		Processes Development	



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manger

FROM: *CS* Craig S. Carmichael, Director of Community Services

DATE: September 19, 2013

SUBJECT: Flood Plan Management Status Report

As you are aware, the City of Gulf Breeze participates in the National Flood Insurance Program (NFIP). As part of the program we are required to undergo a yearly recertification process. Part of that process requires that we provide an annual status report. This memorandum is for that purpose.

Section 1. Background

The City of Gulf Breeze first adopted flood hazard reduction regulations in 1977. The regulations were overhauled extensively in 1995 and since that time the City has continually reviewed the regulations and adjusted them accordingly to comply with State and Federal Regulations.

Section 2. Community Services

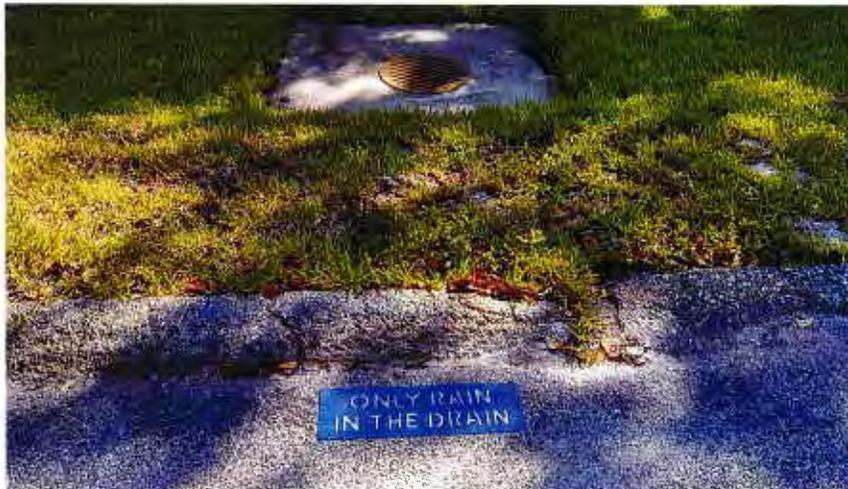
- a. Continue to follow flood management program.
- b. Continue to conduct flood awareness through public outreach, repetitive loss statements and etc.
- c. Continue to monitor State and Federal flood management requirements and modify the City's flood hazard reduction regulations as necessary.
- d. Continue to provide map information service.
- e. Provide site specific information and assistance to inquirers, including map information, flood protection advice, and information on selecting and dealing with contractors.
- f. Continue to work with Santa Rosa County's Building Inspection Department concerning elevation certificates and plans review.
- g. Enforce existing regulations related to development in the floodplain.

Section 3. Streets and Drainage

- a. Continue to monitor for any illicit discharge and maintain all inlets on a monthly or as needed basis.
- b. Continue to provide map of all City maintained inlets and privately owned inlets.
- c. Continue to provide the Director of Community Services completed service orders for all maintenance.

Section 4. Public Services

- a. The new Gulf Breeze Community Center was completed with three additional stormwater ponds.
- b. Installed a new curb inlet throat to improve drainage at the intersection of Stonewall Drive and Jamestown Drive.
- c. Installed a swale on property it owns at Berry Avenue and Fairpoint Drive to provide additional stormwater storage.
- d. The Florida Department of Environmental Protection has agreed to fund the additional stormwater control project through NRDA. The project consists of additional collection, treatment and discharge facilities on Russ Drive, Center Road, Dolphin Street, Camelia Street and Washington Avenue.
- e. Public Services staff continues to regularly inspect and clean all stormwater collection facilities it owns. The City also cleaned and inspected the Peake's Point private stormwater system this past year.
- f. Public Services staff marked approximately a quarter of the City's stormwater inlets with thermoplastic "no dumping" placards. The placard reads "ONLY RAIN IN THE DRAIN." As time permits, staff will mark the remainder of the inlets.



Picture taken at inlet at City Hall

Section 5. Administration

Continue to monitor State and Federal flood management requirements and modify the City's flood hazard reduction regulations as necessary.

RECOMMENDATION: THAT THE CITY COUNCIL ACCEPT THIS ANNUAL STATUS REPORT ON THE CITY'S FLOOD PLAN MANAGEMENT.

