

**GULF BREEZE CITY COUNCIL
REGULAR MEETING AGENDA**

OCTOBER 7, 2013
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. Roll Call
2. Invocation and Pledge of Allegiance
3. Approval of Minutes of September 17, 2013 (Regular Meeting)
4. Resolution No. 21-13: **RESOLUTION APPROVING A PLAN FOR GULF BREEZE TOURIST DEVELOPMENT EXPENDITURES FOR FISCAL YEAR 2014.**
- Resolution No. 24-13: **RESOLUTION 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.**
5. **CONSENT 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 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 Design and Permitting of Drainage Mitigation Projects
 - H. Discussion and Action Regarding Engineering Services/Street Resurfacing Cordoba and Cadiz

- I. Discussion and Action Regarding Engagement of Consultant for Evaluation of Multi-Protocol Label Switching/Voice Over Internet Protocol(MPLS/VOIP)
- J. Discussion and Action Regarding Purchase of Meter Reading Handheld Computers.
- K. Discussion and Action Regarding Flood Plan Management Status Report.

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

ACTION AGENDA ITEMS:

None

- 6. New Business
- 7. Open Forum
- 8. Adjournment

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

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

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

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
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EXPENDITURES: Annual Arts Festival	\$ 5,000
Chamber Support	\$ 6,000
Miscellaneous Tourist Development	<u>\$14,000</u>
	\$25,000

RESOLUTION NO. 24-13

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. 24-13

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

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

The 1,232nd regular meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at the Gulf Breeze City Hall on Tuesday, September 17, 2013, at 6:30 p.m. *(The meeting was held on Tuesday due to comply with TRIM Requirements)*

Upon call of the roll the following Councilmembers were present: Councilwoman Cherry Fitch, Mayor Pro Tem J. B. Schluter, Councilman Joseph Henderson, and Mayor Beverly Zimmern. Councilman David G. Landfair was not in attendance.

PROCLAMATION: DECLARING SEPTEMBER 19, 2013, “DRIVE 4 PLEDGES DAY”

SPECIAL MEETING: PUBLIC HEARING REGARDING:

**RESOLUTION NO. 17-13: RESOLUTION ESTABLISHING A
FINAL MILLAGE RATE OF 1.9723**

Councilman Schluter moved for approval of the Resolution. Councilwoman Fitch seconded. The vote for approval was 4-0.

**RESOLUTION NO. 18-13: RESOLUTION ADOPTING A FINAL
BUDGET FOR FISCAL YEAR 2014**

Councilwoman Fitch moved for approval of the Resolution. Councilman Schluter seconded. The vote for approval was 4-0.

DEVELOPMENT BLOCK GRANT:

**RESOLUTION NO. 19-13: RESOLUTION APPROVING APPLICATION
FOR A COMMUNITY DEVELOPMENT BLOCK
GRANT.**

Lindsey Denmark with Jordan and Associates addressed the City Council regarding the CDBG Grant Application.

Councilman Schluter moved for approval of the Resolution. Councilman Henderson seconded. The vote for approval was 4-0.

Lindsey Denmark with Jordan and Associates conducted a Fair Housing Workshop providing an overview of the Fair Housing Act.

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

APPROVAL OF MINUTES:

Councilwoman Fitch moved for approval of the minutes for the regular meeting held on Wednesday, September 4, 2013. Councilman Schluter seconded. The vote for approval was 4-0.

Councilman Henderson moved for approval of the minutes for the Community Redevelopment Agency meeting held on Wednesday, September 4, 2013. Councilwoman Fitch seconded. The vote for approval was 4-0.

**RESOLUTON NO. 20-13: RESOLUTION APPROVING THE RENEWAL
OF MEMORANDUM OF UNDERSTANDING
WITH FDOT FOR MAINTENANCE OF HIGHWAY
98 MEDIAN.**

Councilman Schluter moved for approval of the Resolution. Councilwoman Fitch seconded. The vote for approval was 4-0.

CONSENT AGENDA ITEMS:

RECOMMENDATION:

That the City Council approve the following Consent Agenda Items: A, B, C, D, E, F, G, AND I:

**A. SUBJECT: DISCUSSION AND ACTION REGARDING EAGLE SCOUT
CONNOR HARRIS, PROPOSED PROJECT.**

Reference: City Manager memo dated September 5, 2013

RECOMMENDATION:

**FOLLOWING A PRESENTATION BY CONNOR HARRIS RELATIVE TO HIS
PROPOSED EAGLE SCOUT PROJECT, THE CITY COUNCIL APPROVE THE
PROJECT.**

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

**B. SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT
REQUEST FROM BRAS ACROSS THE BRIDGE.**

Reference: Deputy Chief of Police memo dated August 29, 2013

**THAT THE CITY COUNCIL APPROVE THE BRAS ACROSS THE BRIDGE
EVENT.**

**C. SUBJECT: DISCUSSION AND ACTION REGARDING PURCHASE
OF OVERSEED FOR THE TIGER POINT GOLF AND
COUNTRY CLUB.**

Reference: Golf Course Superintendent memo dated August 29, 2103

RECOMMENDATION:

**THAT THE CITY COUNCIL AUTHORIZE THE PURCHASE OF PERENNIAL
RYEGRASS FROM GULF COAST ORGANICS AT THE QUOTED PRICE OF
\$19,520.16.**

**D. SUBJECT: DISCUSSION AND ACTION REGARDING LIME
APPLICATION FOR THE TIGER POINT GOLF
AND COUNTRY CLUB**

Reference: Golf Course Superintendent memo dated August 26, 2013

RECOMMENDATION:

**THAT THE CITY COUNCIL AUTHORIZE THE PURCHASE OF LIME FROM
GULF COAST ORGANIC AT THEIR QUOTED PRICE OF \$13,680.00.**

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

**E. SUBJECT: DISCUSSION AND ACTION REGARDING NATIONAL
JUNIOR COLLEGE ATHLETIC ASSOCIATION
DIVISION I NATIONAL SOFTBALL CHAMPIONSHIPS.**

Reference: Director of Parks and Recreation memo dated September 5, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL ACCEPT THE PENSACOLA SPORTS ASSOCIATION'S INVITATION TO JOIN IN THE BID FOR 2015, 2016, AND 2017 NATIONAL JUNIOR COLLEGE ATHLETIC ASSOCIATION (NJCAA) DIVISION I NATIONAL SOFTBALL CHAMPIONSHIPS.

**F. SUBJECT: DISCUSSION AND ACTION REGARDING LETTER OF
CREDIT, FAIRPOINT REGIONAL UTILITY SYSTEM.**

Reference: City Manager memo dated September 5, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE A GUARANTEE AGREEMENT TO RENEW A LETTER OF CREDIT FROM HANCOCK BANK FOR FAIRPOINT REGIONAL UTILITY SYSTEM.

**G. SUBJECT: DISCUSSION AND ACTION REGARDING DESIGNATION
OF CODE ENFORCEMENT STAFF AS PARKING
ENFORCEMENT OFFICERS.**

Reference: Director of Community Services memo dated September 6, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL FORMALLY DESIGNATE THE CITY'S CODE ENFORCEMENT OFFICERS AS PARKING ENFORCEMENT SPECIALIST.

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

**H. SUBJECT: DISCUSSION AND ACTION REGARDING OFFER FOR
801 GULF BREEZE PARKWAY.**

Reference: Assistant Director of Public Service memo dated September 6, 2013

RECOMMENDATION:

**THE CITY COUNCIL APPROVE THE REVISED OFFER OF \$497,500 FOR THE
PROPERTY AT 801 GULF BREEZE PARKWAY**

**I. SUBJECT: DISCUSSION AND ACTION REGARDING HANDGUN
FLASH LIGHT.**

Reference: Chief of Police memo

RECOMMENDATION:

**THAT THE CITY MANAGER APPROVE THE PURCHASE OF THESE DUTY
WEAPON FLASH LIGHTS.**

Councilman Henderson moved for approval of Consent Agenda Items A, B, C, D, E, F, G, H, and I. Councilwoman Fitch seconded. The vote for approval was 4-0.

ACTION AGENDA ITEM:

**A. DISCUSSION AND ACTION REGARDING REVISED PROPOSAL –
NEW ON-COURSE RESTROOMS AT TIGER POINT.**

Reference: Director of Parks and Recreation memo dated September 5, 2013.

RECOMMENDATION:

**THAT THE CITY COUNCIL AUTHORIZE HEWES AND COMPANY TO
PROCEED WITH THE CONSTRUCTION OF TWO (2) ON-COURSE
RESTROOM FACILITIES AT THEIR QUOTED TOTAL PRICE OF \$100,000.00.
FURTHER, THAT COUNCIL DIRECT STAFF TO COMPLETE THE**

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

RESTROOM INSTALLATIONS BY PROVIDING AND CONNECTING THE NECESSARY UTILITIES FOR A SUM NOT TO EXCEED \$28,000.00, REPRESENTING A TOTAL PROJECT COST OF \$128,000.00.

Councilman Schluter moved for approval of staff's recommendation. Councilwoman Fitch seconded. The vote for approval was 3-1 (Councilman Henderson).

B. SUBJECT: DISCUSSION AND ACTION REGARDING GRADING AND EROSION CONTROL – COMMUNITY CENTER.

Reference: Director of Parks and Recreation memo dated September 5, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE HEATON BROTHERS TO PROCEED WITH THE STORMWATER MANAGEMENT PLAN DESIGNED BY REBOL-BATTLE & ASSOCIATES AT THEIR QUOTED PRICE OF \$8,505.00.

Councilwoman Fitch moved for approval of staff's recommendation. Councilman Schluter seconded. The vote for approval was 3-1 (Councilman Henderson).

C. SUBJECT: DISCUSSION AND ACTION REGARDING BOY SCOUT TROOP 417 OVERNIGHT CAMPING REQUEST

Reference: Director of Parks and Recreation memo dated September 10, 2013

RECOMMENDATION:

THAT CITY COUNCIL GRANT BOY SCOUT TROOP 417 PERMISSION TO USE THE WOODED AREA OF SHORELINE PARK SOUTH FOR AN OVERNIGHT CAMP OUT ON FRIDAY, SEPTEMBER 27, 2013.

Councilman Henderson moved for approval of staff's recommendation. Councilwoman seconded. The vote for approval was 4-0.

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

D. SUBJECT: DISCUSSION AND ACTION REGARDING REFINANCING
OF COASTAL BANK LOAN.

Reference: City Manager Verbal Report

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE TO REFINANCE THE SOUTH SANTA
ROSA UTILITY SYSTEM REVENUE NOTE SERIES 2009B IN THE AMOUNT
OF \$3,800,000 WITH COMPASS BANK MORTGAGE CORPORATION AT A
FIXED RATE OF 2.85% FOR 15 YEARS AND THAT THE CITY BANKING
SERVICES BE MOVED FROM COASTAL BANK TO COMPASS BANK.

Councilman Schluter moved for approval of staff's recommendation. Councilwoman Fitch seconded. The vote for approval was 4-0.

NEW BUSINESS:

A. SUBJECT: **DISCUSSION AND ACTION REGARDING SMART CART
DONATION TO SNEADS POLICE DEPARTMENT.**

Reference: Chief of Police memo dated September 12, 2013

RECOMMENDATION:

**THAT THE CITY COUNCIL APPROVE DONATING THE POLICE
DEPARTMENT SMART CART TO SNEADS POLICE DEPARTMENT.**

Councilman Schluter moved for approval of staff's recommendation. Councilwoman seconded. The vote for approval was 4-0.

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

OPEN FORUM:

Mayor Zimmern suspended the meeting at 6:57 p.m. for the Council to convene as the Community Redevelopment Agency. The Mayor Pro-Tem reconvened the regular meeting at 6:58 p.m.

ADJOURNMENT: Mayor Zimmern adjourned the meeting at 6:59 p.m.

City Clerk

Mayor

**COMMUNITY REDEVELOPMENT AGENCY
BOARD OF DIRECTORS**

OCTOBER 7, 2013
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

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

1. Approval of Minutes of September 17, 2013 (Community Redevelopment Agency)

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Resolution 22-13, Adopting Community Redevelopment Agency Budget Fiscal Year 2014.
 - B. Discussion and Action Regarding Street Sweeping.
 - C. Discussion and Action Regarding Membership Dues – Florida Redevelopment Association.
 - D. Discussion and Action Regarding Regenerative Tissue Testing Lab
2. Public Forum
 3. Adjourn

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

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

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

A meeting of the Board of Directors for the Community Redevelopment Agency, Gulf Breeze, Florida, was convened at the Gulf Breeze City Hall on Monday, September 17, 2013, at 6:57p.m.

The following members were present: Councilwoman Cherry Fitch, Councilman Joseph Henderson, Mayor Pro Tem J. B. Schluter, and Mayor Zimmern. Councilman Landfair was not present.

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

- A. **SUBJECT: DISCUSSION AND ACTION REGARDING PRESENTATION
BY VHB MILLER SELLEN AND STAFF OF MASTER PLAN
TO THE FLORIDA DEPARTMENT OF TRANSPORTATION.**

Reference: City Manager memo dated September 6, 2013.

RECOMMENDATION:

**THAT THE CITY COUNCIL APPROVE A BUDGET OF \$40,000 FOR
CONSULTING SUPPORT BY VHB MILLER SELLEN ASSOCIATED
WITH IMPLEMENTATION OF THE MASTER PLAN.**

Mayor Pro-Tem moved for approval. Councilwoman Fitch seconded. The vote for approval was 3-1. (Councilman Henderson)

ADJOURNMENT:

The Mayor adjourned the meeting at 6:58 p.m.

CITY CLERK

MAYOR

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