

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION AGENDA**

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

ACTION AGENDA ITEMS:

- A. Discussion and Action Regarding Resolution 27-13, Approving a Plan of Finance for Silver Creek and Issuance of up to \$37,000,000 in Capital Trust Agency Bonds.
- B. Discussion and Action Regarding Resolution 28-13, Approving a Plan of Finance for Windermere and Issuance of up to \$24,000,000 in Capital Trust Agency.
- C. Discussion and Action Regarding Resolution 29-13, Approving a Plan of Finance for Towne Club and Issuance of up to \$26,000,000 in Capital Trust Agency Bonds.
- D. Discussion and Action Regarding Resolution 30-13, Approving a Plan of Finance for Sarasota East and Issuance of up to \$24,000,000 in Capital Trust Agency Bonds.
- E. Discussion and Action Regarding Special Event Application for Methodist Church 5K Run on February 15, 2014.
- F. Discussion and Action Regarding Development Review Board Recommendation:
 - Peter Paulding
 - 308 North Sunset Blvd, Gulf Breeze
 - Request to Dredge ≈600 YD3 of Material at their Residence
- G. Discussion and Action Regarding South Santa Rosa Utility Board Recommendations:
 - 1. Award of Bid for Reconstruction of Chlorine Contact Basins
 - 2. Purchase of Fuel Management System
- H. Discussion and Action Regarding Purchase of Three (3) F-150 Bi-Fuel Trucks.
- I. Discussion and Action Regarding Payment of West Florida Regional Planning Council And Bay Area Resource Council Dues.
- J. Discussion and Action Regarding Second Inmate Work Crew and Contract #WS815 Extension 1.

**GULF BREEZE CITY COUNCIL
EXECUTIVE SESSION AGENDA**

- K. Discussion and Action Regarding Water and Sewer Rate Increases.
- L. Discussion and Action Regarding Resolution in Opposition to Uniform Chart of Accounts Mandate.
- M. Discussion and Action Regarding West Central Corridor, Replacement of Bay Bridge.
- N. Information Items
- O. Public Forum

**SPECIAL MEETING
OCTOBER 30, 2013**

To Commence Following the Conclusion of the Executive Council Meeting.

- A. Private Attorney-Client Session Confined to Settlement Negotiations or Strategy Sessions Related to Litigation Expenditures in Connection with a Lawsuit Brought Against the City by Lance Reese and Pete and Mitzi Peters.

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

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



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : October 24, 2013

Subject: **Resolution No. 27-13, Approving a Plan of Finance for Silver Creek and Issuance of up to \$37,000,000 in Capital Trust Agency Bonds**

The Capital Trust Agency Board provided preliminary approval for a plan of finance for the Silver Creek project in St. Augustine, Florida. The project consists of 150 assisted living and memory care units and a 15,000 square foot medical office. The project involves issuance of not more than \$37,000,000 in CTA Bonds. The attached memo provides a summary of the project. Additional project details are provided in the Resolution drafted for your consideration.

Public Hearings on this project will be held in St. Augustine and Gulf Breeze. The CTA Board adopted a Preliminary Resolution approving this project. Additional evaluation will be undertaken prior to final action by the CTA Board.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 27-13 APPROVING A PLAN OF FINANCE FOR SILVER CREEK, ST. AUGUSTINE, ISSUANCE OF UP TO \$37,000,000 IN CTA BONDS AND AMENDMENTS TO INTERLOCAL AGREEMENTS AS REQUIRED.

October 3, 2013
Members of the Board, Capital Trust Agency
From: Alex Bell

Res. 11-13; Inducement Resolution, Silver Creek

We have received an application to finance a new assisted living & memory care facility in St. Augustine, Florida. The proposed project, known as Silver Creek, will have 150 units and is the first of three phases. The other two phases are 140 independent living units and a 15,000 square foot medical office. The total project cost is approximately \$40 million, with approximately \$37 million coming from tax-exempt and taxable bond proceeds. Since the borrower is a for-profit entity, these bonds are contingent upon receiving private activity bond allocation from the State.

The borrower for this project would be a single purpose entity created for the transaction, Silver Creek St. Augustine LLLP. Zerga Companies, based in Texas, is the main sponsor behind the project, and will act as developer and manager when opened. Zerga is a multi-family and senior living firm that was formed in 1998 and currently has four senior living communities (798 units) and two multi-family communities (428 units); other properties have been developed and sold. Their current properties are all in Texas except for one of the multi-family properties that is in Oklahoma. A review of their management team shows that it has a strong background in multi-family development and healthcare operations, with certain key staff having upwards of 25-35 years of experience.

A feasibility study for the project will be done by Dixon Hughes Goodman, the largest CPA firm located in the Southern US. Their healthcare strategy division is known as one of the top in the assisted living facility arena, and we feel their work product will be reliable.

Our review of the project thus far, including the team assembled, gives us a comfort level for the proposed financing to ask for inducement. The TEFRA process and document preparation over the next several weeks will give us a deeper review of the project before coming back to the board for final authorization.

We ask your approval of Resolution 11-13 for preliminary approval of this project financing.

RESOLUTION ____-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF THE ACQUISITION, CONSTRUCTION, DEVELOPMENT, IMPROVEMENT, INSTALLATION AND EQUIPPING OF A SENIOR LIVING FACILITY LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF APPROXIMATELY \$37,500,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH FACILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendment No. 1 through No. 39 (including Amendments No. 14-A, 23-A, 24-A and 37-A) (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a legal entity and a public agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 of the City, as amended, and its Articles of Incorporation, as amended and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on October 9, 2013, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing of the hereinafter described project, and the issuance from time to time of revenue bonds (the "Bonds") by the Agency for a loan program for the purpose, among other things, of acquiring, constructing, developing, improving, installing and equipping an approximately 150-unit senior living facility comprised of assisted living units and memory support units for the elderly to be known as Silver Creek at St. Augustine, located in an unincorporated portion of St. Johns County, Florida (the "Senior Living Facility"), described in the attached Schedule "I"; and

WHEREAS, the City has been advised that the Agency desires to issue the Bonds in an aggregate principal amount of approximately \$37,500,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), to finance the Senior Living Facility on behalf of Silver Creek St. Augustine LLLP, a Florida limited liability limited partnership, or one or more of its affiliates whose principal place of business is 1500 S. Central Expressway, Suite 500, McKinney, Texas 75070 (as

applicable, the "Borrower") to fund a program herein described (the "Plan of Finance"); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by an applicable elected representative or governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, (i) notice of such public hearing was given in the form required by the Code by publication at least fourteen (14) days prior to such public hearing in the *Pensacola News Journal* on _____, 2013 and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on _____, 2013; and

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

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

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published on _____, 2013 in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City. The City Council hereby approves the report of the public hearing conducted by the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. BONDS AND PLAN OF FINANCE APPROVED.

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the issuance of the Bonds described in the Notice. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf of the Agency, such interlocal agreements, interest rate swap or hedge transactions, investment agreements, repurchase agreements, bond credit or insurance agreements, reimbursement agreements, and other agreements, approvals or instruments deemed necessary or convenient to effect, implement, maintain and continue the Plan of Finance, the financing or refinancing of the Senior Living Facility through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued. No obligation of the Agency under any such agreement shall constitute an obligation of the City except to the extent the same may be expressly approved by the City. The Bonds shall be limited and special obligations of the Agency and shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of the City.

SECTION 3. AMENDMENT NO. 40 TO THE ENABLING AGREEMENT RATIFIED.

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

SECTION 4. TEFRA APPROVAL.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Agency's Plan of Finance, and the issuance by the Agency of approximately \$37,500,000 aggregate principal amount of revenue bonds for all purposes under Section 147(f) of the Code, for all purposes of the Enabling Agreement, as amended, and for all purposes of the Original Resolution.

SECTION 5. REPEALING CLAUSE.

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

SECTION 6. EFFECTIVE DATE.

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

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Leslie Guyer, City Clerk

EXHIBIT "A"
REPORT OF CITY MANAGER

[Follows]

EXHIBIT "B"
AMENDMENT NO. 40
OF THE ENABLING AGREEMENT

[Follows]

SCHEDULE I

The Senior Living Facility consists of the acquisition, construction, installation and equipping of a senior living facility to be known as “Silver Creek at St. Augustine” which will contain approximately 102 assisted living units, approximately 48 memory support units and related common areas, [consisting of the acquisition of approximately 34 acres of land,] the construction of a 3-story building containing approximately 131,791 square feet, and the acquisition and installation of related facilities, fixtures, furnishings and equipment, to be located in an unincorporated area of St. Johns County, Florida at 165 Silver Lane, St. Augustine, Florida 32086, and to be owned by Silver Creek St. Augustine LLLP, a Florida limited liability limited partnership, and managed initially by Zerga Management, LLC, a Texas limited liability company.

AMENDMENT NO. 40 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 40 TO INTERLOCAL AGREEMENT** (this "Amendment No. 40") is made and entered into as of the ____ day of _____, 2013, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties hereto have by Interlocal Agreement, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 39 (including Amendments No. 14-A, 23-A, 24-A and 37-A) (collectively, the "Enabling Agreement"), heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, Silver Creek St. Augustine LLLP, a Florida limited liability limited partnership, or one or more of its affiliates (as applicable, the "Borrower"), has represented to the Agency that, acting for itself or through its affiliates, it plans to develop, own, and operate a senior living facility in St. Johns County, Florida; and

WHEREAS, on October 9, 2013, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount of approximately \$37,500,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), in one or more series from time to time (collectively, the "Bonds") and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing the acquisition, construction, installation and equipping of an approximately 150-unit senior living facility comprised of assisted living units and memory support units for the elderly to be known as Silver Creek at St. Augustine, located in an unincorporated portion of St. Johns County, Florida (the "Senior Living Facility") described on the attached Schedule "I"; and

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

WHEREAS, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Bonds, the Agency must obtain the prior written approval, evidenced by resolution, from the governing bodies of Century and Gulf Breeze approving such issuance and approving an

amendment to the Enabling Agreement specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained, authorizing the execution and delivery of this Amendment No. 40 to the Enabling Agreement with respect to the financing herein described; and

WHEREAS, the Parties desire to amend the Enabling Agreement to permit and authorize the Agency to issue the Bonds herein described and loan the proceeds to the Borrower in order to provide financing and refinancing for the Senior Living Facility;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. ENABLING AGREEMENT AMENDED FOR SERIES 2013 PROJECT.

This Amendment No. 40 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Senior Living Facility.

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

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

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

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

SECTION 4. ENABLING AGREEMENT CONTINUED.

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 40 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 40, or to adversely affect the interests of the holders of any Bonds issued or to be issued pursuant to such authorizations. Except as and only to the extent specifically amended hereby, such Enabling Agreement is hereby incorporated by reference.

SECTION 5. INDEMNITY.

To the extent permitted by law, the Agency and Gulf Breeze shall indemnify and defend Century and hold Century harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds pursuant hereto, or in connection with the acquisition or operation of any project, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 40, the financing agreements and/or bond indentures executed in connection with the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

SECTION 6. SEVERABILITY OF INVALID PROVISIONS.

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

SECTION 7. COUNTERPARTS.

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

SECTION 8. EFFECTIVE DATE; AMENDMENTS.

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

and approvals of the affected members, in the case of the rights of members.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 40 to the Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Leslie Guyer
City Clerk

TOWN OF CENTURY, FLORIDA

[SEAL]

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

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

SCHEDULE "I"

The Senior Living Facility consists of the acquisition, construction, installation and equipping of a senior living facility to be known as "Silver Creek at St. Augustine" which will contain approximately 102 assisted living units, approximately 48 memory support units and related common areas, [consisting of the acquisition of approximately 34 acres of land,] the construction of a 3-story building containing approximately 131,791 square feet, and the acquisition and installation of related facilities, fixtures, furnishings and equipment, to be located in an unincorporated area of St. Johns County, Florida at 165 Silver Lane, St. Augustine, Florida 32086, and to be owned by Silver Creek St. Augustine LLLP, a Florida limited liability limited partnership, and managed initially by Zerga Management, LLC, a Texas limited liability company.

SCHEDULE "II"
PAYMENT TO TOWN OF CENTURY

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



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : October 24, 2013

Subject: **Resolution No. 28-13, Approving a Plan of Finance for Windermere and Issuance of up to \$24,000,000 in Capital Trust Agency Bonds**

The Capital Trust Agency provided preliminary approval for plan of finance for a complex to be constructed in Ocoee, Florida, that will consist of 72 assisted living facility units and 48 memory care units. The project involves issuance of not more than \$24,000,000 in CTA bonds. The attached memo from Alex Bell to the CTA Board provides a summary of the project details. Additional, technical details can be found in the draft of the Resolution prepared for your consideration.

Public Hearings on this project will be held in Gulf Breeze and Ocoee, Florida. The CTA Board adopted a Preliminary Resolution approving this project. Additional evaluation will be undertaken prior to final approval.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 28-13, APPROVING A PLAN OF FINANCE FOR THE WINDERMERE PROJECT IN OCOEE, FLORIDA, ISSUANCE OF UP TO \$24,000,000 IN CTA BONDS AND AMENDMENTS TO INTERLOCAL AGREEMENTS AS REQUIRED.

October 3, 2013
Members of the Board, Capital Trust Agency
From: Alex Bell

Res. 10-13; Inducement Resolution, Windermere

We have received an application to finance a new assisted living & memory care facility in Ocoee, Florida. The proposed project, known as Windermere, will have 120 units, with 72 being assisted living and the other 48 being memory care units. The total project cost is approximately \$31 million, with approximately \$24 million coming from tax-exempt and taxable bond proceeds. Since the borrower is a for-profit entity, these bonds are contingent upon receiving private activity bond allocation from the State.

The borrower for this project would be a single purpose entity created for the transaction, Windermere Senior Living, LLC. The project's origin is from a joint venture between AllSports Memory Care and Vivek Welfare and Educational Foundation. The concept of this project and the vision for others is a facility with a focus of memory care/treatment for athletes afflicted with brain trauma and injuries. The eventual goal for the concept is to build a facility in each of the 32 cities that have NFL franchises. One of the key members of the team for this purpose is Tom Herter, former NFL player and coach, and the vice president of the NFL Former Players Association. Through this relationship the hope is to shorten the lease-up period for the facility. Further, the portion of the latest Collective Bargaining Agreement with the NFL and the NFL Players Association dealing with mental disability as a result from playing will cover costs of inpatient medical needs. An agreement between the project and the NFL Players Association will be signed prior to closing.

Living Ventures Management is the proposed manager for the project once opened. The company has 23 medium to large facilities under management in Canada, a portfolio of 3,100 units in Washington and Oregon, and is now underway with seven more facilities (including this project) in the state of Florida. Their management team has an extensive background in these types of projects, with a unique focus on treating projects as hospitality management with a healthcare extension rather than healthcare projects first. Given the clientele focus of this project, their vision appears sound.

A feasibility study for the project will be done by Dixon Hughes Goodman, the largest CPA firm located in the Southern US. Their healthcare strategy division is known as one of the top in the assisted living facility arena, and we feel their work product will be reliable.

Our review of the project thus far, including the team assembled, gives us a comfort level for the proposed financing to ask for inducement. The TEFRA process and document preparation over the next several weeks will give us a deeper review of the project before coming back to the board for final authorization.

We ask your approval of Resolution 10-13 for preliminary approval of this project financing.

RESOLUTION ____-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF THE ACQUISITION, CONSTRUCTION, DEVELOPMENT, IMPROVEMENT, INSTALLATION AND EQUIPPING OF A SENIOR LIVING FACILITY LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF APPROXIMATELY \$30,000,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH FACILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendment No. 1 through No. 42 (including Amendments No. 14-A, 23-A, 24-A and 37-A) (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a legal entity and a public agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 of the City, as amended, and its Articles of Incorporation, as amended and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on October 9, 2013, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing of the hereinafter described project, and the issuance from time to time of revenue bonds (the "Bonds") by the Agency for a loan program for the purpose, among other things, of acquiring, constructing, developing, improving, installing and equipping of senior living facilities comprised of approximately 130 units and related facilities to be known as AllSports Senior Living, located in the City of Ocoee, Orange County, Florida (the "Senior Living Facility") described in the attached Schedule "I"; and

WHEREAS, the City has been advised that the Agency desires to issue the Bonds in an aggregate principal amount of approximately \$30,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), to finance the Senior Living Facility on behalf of Windermere Senior Living, LLC, a Florida limited liability company, or one or more of its affiliates (as applicable, the "Borrower"), whose principle place of business is 2200 Lucien Way, Suite 350, Maitland, Florida 32751 to fund a program herein described (the "Plan of Finance"); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by an applicable elected representative or governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, (i) notice of such public hearing was given in the form required by the Code by publication at least fourteen (14) days prior to such public hearing in the *Pensacola News Journal* on _____, 2013 and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on _____, 2013; and

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

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

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published on _____, 2013 in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City. The City Council hereby approves the report of the public hearing conducted by the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. BONDS AND PLAN OF FINANCE APPROVED.

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the issuance of the Bonds described in the Notice. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf agreements, repurchase agreements, bond credit or insurance agreements, reimbursement

agreements, and other agreements, approvals or instruments deemed necessary or convenient to effect, implement, maintain and continue the Plan of Finance, the financing or refinancing of the Senior Living Facility through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued. No obligation of the Agency under any such agreement shall constitute an obligation of the City except to the extent the same may be expressly approved by the City. The Bonds shall be limited and special obligations of the Agency, and shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of the City.

SECTION 3. AMENDMENT NO. 43 TO THE ENABLING AGREEMENT RATIFIED.

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

SECTION 4. TEFRA APPROVAL.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Agency's Plan of Finance, and the issuance by the Agency of approximately \$30,000,000 aggregate principal amount of revenue bonds for the all purposes under Section 147(f) of the Code, for all purposes of the Enabling Agreement, as amended, and for all purposes of the Original Resolution.

SECTION 5. REPEALING CLAUSE.

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

SECTION 6. EFFECTIVE DATE.

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

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Leslie Guyer, City Clerk

EXHIBIT "A"
REPORT OF CITY MANAGER

[Follows]

EXHIBIT "B"

**AMENDMENT NO. 43
OF THE ENABLING AGREEMENT**

[Follows]

SCHEDULE I

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping of senior living facilities comprised of approximately 72 assisted living units, approximately 48 memory support units, and related facilities consisting of the acquisition of approximately 6.74 acres of land, the construction of a 116,000 square feet, three-story building, and the acquisition and installation of related facilities, fixtures, furnishings and equipment, for the elderly intended to be known as AllSports Senior Living, located at 11801 Roberson Road, Winter Garden, Florida 34787, in the City of Ocoee, Orange County, Florida, and expected to be owned by the Borrower, and initially managed by LivingVentures Management, LLC, a Florida limited liability company.

AMENDMENT NO. 43 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 43 TO INTERLOCAL AGREEMENT** (this "Amendment No. 43") is made and entered into as of the ____ day of _____, 2013, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties hereto have by Interlocal Agreement, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 42 (including Amendments No. 14-A, 23-A, 24-A and 37-A) (collectively, the "Enabling Agreement"), heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, Windermere Senior Living, LLC, a Florida limited liability company, or one or more of its affiliates (as applicable, the "Borrower"), has represented to the Agency that, acting for itself or through its affiliates, it plans to develop, own, and operate a senior living facility in Sarasota County, Florida; and

WHEREAS, on October 9, 2013, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount of approximately \$30,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), in one or more series from time to time (collectively, the "Bonds") and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing the acquisition, construction, installation and equipping of a senior living facility comprised of approximately 130 assisted living and memory support units, and related facilities to be known as AllSports Senior Living (the "Senior Living Facility), to be located at 11801 Roberson Road, Winter Garden, Florida 34787, in the City of Ocoee, Orange County, Florida, described in the attached Schedule "I"; and

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

WHEREAS, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Bonds, the Agency must obtain the prior written approval, evidenced by resolution,

from the governing bodies of Century and Gulf Breeze approving such issuance and approving an amendment to the Enabling Agreement specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained, authorizing the execution and delivery of this Amendment No. 43 to the Enabling Agreement with respect to the financing herein described; and

WHEREAS, the Parties desire to amend the Enabling Agreement to permit and authorize the Agency to issue the Bonds herein described and loan the proceeds to the Borrower in order to provide financing and refinancing for the Senior Living Facility;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. ENABLING AGREEMENT AMENDED FOR SERIES 2013 PROJECT.

This Amendment No. 43 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Senior Living Facility.

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

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

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

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

SECTION 4. ENABLING AGREEMENT CONTINUED.

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 43 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 43, or to adversely affect the interests of the holders of any Bonds issued or to be issued pursuant to such authorizations. Except as and only to the extent specifically amended hereby, such Enabling Agreement is hereby incorporated by reference.

SECTION 5. INDEMNITY.

To the extent permitted by law, the Agency and Gulf Breeze shall indemnify and defend Century and hold Century harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds pursuant hereto, or in connection with the acquisition or operation of any project, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 43, the financing agreements and/or bond indentures executed in connection with the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

SECTION 6. SEVERABILITY OF INVALID PROVISIONS.

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

SECTION 7. COUNTERPARTS.

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

SECTION 8. EFFECTIVE DATE; AMENDMENTS.

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

respect to such Bonds shall have been obtained, in the case of the rights of bondholders, or the consents and approvals of the affected members, in the case of the rights of members.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 43 to the Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Leslie Guyer
City Clerk

TOWN OF CENTURY, FLORIDA

[SEAL]

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

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

SCHEDULE "I"

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping of senior living facilities comprised of approximately 72 assisted living units, approximately 48 memory support units, and related facilities consisting of the acquisition of approximately 6.74 acres of land, the construction of a 116,000 square feet, three-story building, and the acquisition and installation of related facilities, fixtures, furnishings and equipment, for the elderly intended to be known as AllSports Senior Living and to be located at 11801 Roberson Road, Winter Garden, Florida 34787, in the City of Ocoee, Orange County, Florida, and expected to be owned by the Borrower, and initially managed by LivingVentures Management, LLC, a Florida limited liability company.

SCHEDULE "II"
PAYMENT TO TOWN OF CENTURY

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



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/24/2013

Subject: Resolution 29-13, Approving a Plan of Finance for Towne Club and Issuance of up to \$26,000,000 in Capital Trust Agency Bonds.

The Capital Trust Agency Board provided preliminary approval for a plan of finance for a 127 unit memory care and assisted living project known as Towne Club to be constructed in Lauderhill, Florida. The attached memo from Alex Bell to the CTA Board provides a summary of the details. Additional technical details are provided in the Resolution drafted for your consideration.

Public Hearings on this project will be held in Gulf Breeze and Lauderhill. The CTA Board adopted a preliminary Resolution approving this project. Additional evaluation will be conducted prior to final authorization and approval.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 29-13 APPROVING A PLAN OF FINANCE FOR TOWNE CLUB IN LAUDERHILL, FLORIDA, ISSUANCE OF UP TO \$26,000,000 IN CTA BONDS AND AMENDMENTS TO INTERLOCAL AGREEMENTS AS REQUIRED.

October 3, 2013
Members of the Board, Capital Trust Agency
From: Alex Bell

Res. 09-13; Inducement Resolution, Towne Club

We have received an application to finance a new assisted living & memory care facility in Lauderhill, Florida. The proposed project, known as Towne Club, will have 127 units, with 89 being assisted living and the other 38 being memory care units. The total project cost is approximately \$30 million, with approximately \$26 million coming from tax-exempt bond proceeds. Since the borrower is a for-profit entity, these bonds are contingent upon receiving private activity bond allocation from the State.

The borrower for this project would be a single purpose entity created for the transaction, Towne Club of Ft. Lauderdale, LLC. The sponsor of the project is Whitestone Realty Capital, a group of investors with a history of real estate development that is now pursuing senior housing facility developments. They currently own and operate one facility in Georgia, are developing 8 others across the country, and have 6 other types of real estate developments underway. Their team has an extensive background in large scale development and has a vast network of connections throughout the Eastern US.

The management team selected to provide operations management is Life Care Services (LCS). Our previous research into the reputation of LCS remains true, it is apparent that they are a strong management group. With over 30,000 units under management across the country, and now beginning to expand internationally, LCS is one of the largest managers of senior living in existence.

A feasibility study for the project is underway by Moore Stephens Lovelace, which we worked with on the Stuart Lodge project.

Our review of the project thus far, including the team assembled, gives us a comfort level for the proposed financing to ask for inducement. The TEFRA process and document preparation over the next several weeks will give us a deeper review of the project before coming back to the board for final authorization. Initial dialogue with the city of Lauderhill reveals a positive acceptance of the proposed facility.

We ask your approval of Resolution 09-13 for preliminary approval of this project financing.

**NOTICE OF PUBLIC HEARING
CITY OF GULF BREEZE, FLORIDA**

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that the City of Gulf Breeze, Florida (the "City") will hold a public hearing at

_____:00 a.m. on _____, 2013, in the City Council Chambers located at 1070 Shoreline Drive, Gulf Breeze, Florida 32561. The purpose of the public hearing is to consider a plan of finance for the purpose, among other things, of providing funds to be loaned by the Capital Trust Agency (the "Agency") to Towne Club of Ft Lauderdale LLC, a Delaware limited liability company authorized to transact business in Florida, or one or more of its affiliates (as applicable, the "Borrower"), for financing the cost of the acquisition, construction, installation and equipping of an approximately 127-unit senior living facility comprised of approximately 89 assisted living units and approximately 38 memory support units for the elderly to be known as Towne Club Ft. Lauderdale Senior Living Facility and to be located at the corner of N.W. 44th Street and Inverrary Boulevard, Lauderhill, Broward County, Florida 33319.

The plan of finance contemplates that the Agency will issue, in respect to such Senior Living Facility, not exceeding \$23,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series, and loan the proceeds of such Bonds to the Borrower to provide funds for the Senior Living Facility. The Senior Living Facility will be owned by the Borrower. The initial manager of the Senior Living Facility will be CRSA/LCS Management, LLC, an Iowa limited liability company, Des Moines, Iowa (the "Manager").

The purpose of the public hearing is to comply with the provisions of Section 147(f) of the Code. The City will not issue, and will not be obligated on, the Bonds.

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

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to the City Manager of the City of Gulf Breeze, Florida, at 1070 Shoreline Drive, Gulf Breeze, Florida 32561. All persons are advised that, if they decide to appeal any decision made by the City with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

Following the hearing, a report concerning this public hearing will be submitted to the applicable elected representative responsible for approving the issuance of the Bonds.

In accordance with the Americans with Disabilities Act, persons in need of a special accommodation to participate in the proceedings shall contact the telephone operator at City Hall, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, 850-934-5115, at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

RESOLUTION ____-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF THE ACQUISITION, CONSTRUCTION, DEVELOPMENT, IMPROVEMENT, INSTALLATION AND EQUIPPING OF A SENIOR LIVING FACILITY LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF APPROXIMATELY \$23,000,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH FACILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendment No. 1 through No. 40 (including Amendments No. 14-A, 23-A, 24-A and 37-A) (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a legal entity and a public agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 of the City, as amended, and its Articles of Incorporation, as amended and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on October 9, 2013, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing of the hereinafter described project, and the issuance from time to time of revenue bonds (the "Bonds") by the Agency for a loan program for the purpose, among other things, of acquiring, constructing, developing, improving, installing and equipping an approximately 127-unit senior living facility to be known as Towne Club Ft. Lauderdale Senior Living Facility, to be located in Lauderhill, Broward County, Florida 33319 (the "Senior Living Facility") described in the attached Schedule "I"; and

WHEREAS, the City has been advised that the Agency desires to issue the Bonds in an aggregate principal amount of approximately \$23,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), to finance the Senior Living Facility on behalf of Towne Club of Ft Lauderdale LLC, a Delaware limited liability company authorized to transact business in Florida, or one or more of its affiliates whose principal place of business is 3900 North Ocean Drive, Unit 4-E Ft. Lauderdale, Florida 33308 (as applicable, the "Borrower") to fund a program herein

described (the "Plan of Finance"); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by an applicable elected representative or governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, (i) notice of such public hearing was given in the form required by the Code by publication at least fourteen (14) days prior to such public hearing in the *Pensacola News Journal* on _____, 2013 and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on _____, 2013; and

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

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

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published on _____, 2013 in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City. The City Council hereby approves the report of the public hearing conducted by the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. BONDS AND PLAN OF FINANCE APPROVED.

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the issuance of the Bonds described in the Notice. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf

agreements, repurchase agreements, bond credit or insurance agreements, reimbursement agreements, and other agreements, approvals or instruments deemed necessary or convenient to effect, implement, maintain and continue the Plan of Finance, the financing or refinancing of the Senior Living Facility through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued. No obligation of the Agency under any such agreement shall constitute an obligation of the City except to the extent the same may be expressly approved by the City. The Bonds shall be limited and special obligations of the Agency, and shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of the City.

SECTION 3. AMENDMENT NO. 41 TO THE ENABLING AGREEMENT RATIFIED.

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

SECTION 4. TEFRA APPROVAL.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Agency's Plan of Finance, and the issuance by the Agency of approximately \$23,000,000 aggregate principal amount of revenue bonds for the all purposes under Section 147(f) of the Code, for all purposes of the Enabling Agreement, as amended, and for all purposes of the Original Resolution.

SECTION 5. REPEALING CLAUSE.

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

SECTION 6. EFFECTIVE DATE.

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

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Leslie Guyer, City Clerk

EXHIBIT "A"
REPORT OF CITY MANAGER

[Follows]

EXHIBIT "B"

**AMENDMENT NO. 41
OF THE ENABLING AGREEMENT**

[Follows]

SCHEDULE I

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping of an approximately 127-unit senior living facility comprised of approximately 89 assisted living units and approximately 38 memory support units for the elderly to be known as Towne Club Ft. Lauderdale Senior Living Facility and to be located at the corner of N.W. 44th Street and Inverrary Boulevard, Lauderhill, Broward County, Florida 33319, and is expected to be owned by the Borrower and managed initially by CRSA/LCS Management, LLC, an Iowa limited liability company.

AMENDMENT NO. 41 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 41 TO INTERLOCAL AGREEMENT** (this "Amendment No. 41") is made and entered into as of the ____ day of _____, 2013, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties hereto have by Interlocal Agreement, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 40 (including Amendments No. 14-A, 23-A, 24-A and 37-A) (collectively, the "Enabling Agreement"), heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, Towne Club of Ft Lauderdale LLC, a Delaware limited liability company authorized to transact business in Florida, or one or more of its affiliates (as applicable, the "Borrower"), has represented to the Agency that, acting for itself or through its affiliates, it plans to develop, own, and operate a senior living facility in Lauderhill, Florida; and

WHEREAS, on October 9, 2013, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount of approximately \$23,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), in one or more series from time to time (collectively, the "Bonds") and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing the acquisition, construction, installation and equipping of an approximately 127-unit senior living facility to be known as Towne Club Ft. Lauderdale Senior Living Facility and to be located in Lauderhill, Broward County, Florida 33319 (the "Senior Living Facility"), described in the attached Schedule "I"; and

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

WHEREAS, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Bonds, the Agency must obtain the prior written approval, evidenced by resolution,

from the governing bodies of Century and Gulf Breeze approving such issuance and approving an amendment to the Enabling Agreement specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained, authorizing the execution and delivery of this Amendment No. 41 to the Enabling Agreement with respect to the financing herein described; and

WHEREAS, the Parties desire to amend the Enabling Agreement to permit and authorize the Agency to issue the Bonds herein described and loan the proceeds to the Borrower in order to provide financing and for the Senior Living Facility;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. ENABLING AGREEMENT AMENDED FOR SERIES 2013 PROJECT.

This Amendment No. 41 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Senior Living Facility.

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

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

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

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

SECTION 4. ENABLING AGREEMENT CONTINUED.

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 41 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 41, or to adversely affect the interests of the holders of any Bonds issued or to be issued pursuant to such authorizations. Except as and only to the extent specifically amended hereby, such Enabling Agreement is hereby incorporated by reference.

SECTION 5. INDEMNITY.

To the extent permitted by law, the Agency and Gulf Breeze shall indemnify and defend Century and hold Century harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds pursuant hereto, or in connection with the acquisition or operation of any project, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 41, the financing agreements and/or bond indentures executed in connection with the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

SECTION 6. SEVERABILITY OF INVALID PROVISIONS.

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

SECTION 7. COUNTERPARTS.

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

SECTION 8. EFFECTIVE DATE; AMENDMENTS.

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

respect to such Bonds shall have been obtained, in the case of the rights of bondholders, or the consents and approvals of the affected members, in the case of the rights of members.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 41 to the Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Leslie Guyer
City Clerk

TOWN OF CENTURY, FLORIDA

[SEAL]

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

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

SCHEDULE "I"

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping of an approximately 127-unit senior living facility comprised of approximately 89 assisted living units and approximately 38 memory support units for the elderly to be known as Towne Club Ft. Lauderdale Senior Living Facility and to be located at the corner of N.W. 44th Street and Inverrary Boulevard, Lauderhill, Broward County, Florida 33319, and is expected to be owned by the Borrower and managed initially by CRSA/LCS Management, LLC, an Iowa limited liability company.

SCHEDULE "II"
PAYMENT TO TOWN OF CENTURY

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



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/24/2013

Subject: Resolution 30-13, Approving a Plan of Finance for Sarasota East and Issuance of up to \$24,000,000 in Capital Trust Agency Bonds.

The Capital Trust Agency Board provided preliminary approval for a plan of finance of a 103 unit assisted living and memory care unit to be constructed in Sarasota County, Florida. The attached memo from Alex Bell to the CTA Board provides a summary of the details. Additional technical details are found in the draft Resolution prepared for your consideration.

Public Hearings on this project will be held in Gulf Breeze and Sarasota County. The CTA Board adopted a preliminary Resolution approving this project. Additional evaluation will be undertaken prior to final authorization and approval.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION 30-13 APPROVING A PLAN OF FINANCE FOR SARASOTA HOPE PROJECT, ISSUANCE OF UP TO \$24,000,000 IN CTA BONDS AND AMENDMENTS TO INTERLOCAL AGREEMENTS AS REQUIRED.

October 3, 2013
Members of the Board, Capital Trust Agency
From: Alex Bell

Res. 08-13; Inducement Resolution, Sarasota Hope

We have received an application to finance a new assisted living & memory care facility in Sarasota, Florida. The proposed project, known as Sarasota Hope, will have 103 units, with 65 being assisted living and the other 38 being memory care units. The total project cost is approximately \$30 million, with approximately \$24 million coming from tax-exempt bond proceeds. Since the borrower is a for-profit entity, these bonds are contingent upon receiving private activity bond allocation from the State.

The borrower for this project would be a single purpose entity created for the transaction, Sarasota Hope SLC, LLC. The sponsor of the project is Omega Communities, and the project team is the same as it was for their project in North Port. This project is a similar business plan where a host church is in support as the North Port project has, and is the next step in their vision of continuing this concept.

The management team selected to provide operations management is Life Care Services (LCS). Our previous research into the reputation of LCS remains true, it is apparent that they are a strong management group. With over 30,000 units under management across the country, and now beginning to expand internationally, LCS is one of the largest managers of senior living in existence.

A feasibility study for the project will be done by Clifton Larson. Our experience with Clifton Larson's work on the North Port project was positive overall, and we are comfortable that their detail oriented process will be a benefit to the project and to potential bondholders when reading the offering documents.

Our review of the project thus far, including the team assembled, gives us a comfort level for the proposed financing to ask for inducement. The TEFRA process and document preparation over the next several weeks will give us a deeper review of the project before coming back to the board for final authorization.

We ask your approval of Resolution 08-13 for preliminary approval of this project financing.

RESOLUTION ___-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, APPROVING A PLAN OF FINANCE FOR THE COSTS OF THE ACQUISITION, CONSTRUCTION, DEVELOPMENT, IMPROVEMENT, INSTALLATION AND EQUIPPING OF A SENIOR LIVING FACILITY LOCATED IN THE STATE OF FLORIDA; APPROVING THE ISSUANCE OF APPROXIMATELY \$24,000,000 CAPITAL TRUST AGENCY REVENUE BONDS FOR THE PURPOSE OF FINANCING A LOAN PROGRAM TO ASSIST IN FINANCING SUCH FACILITY; PROVIDING FOR REPEAL OF CONFLICTING PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council (the "City Council") of Gulf Breeze, Florida (the "City"), a municipal corporation of the State of Florida, has heretofore adopted Resolution No. 14-99 dated as of July 19, 1999 (the "Original Resolution"), and entered into an Interlocal Agreement between the City and the Town of Century, Florida, dated as of August 2, 1999, as amended by Amendment No. 1 through No. 41 (including Amendments No. 14-A, 23-A, 24-A and 37-A) (collectively, the "Enabling Agreement"), approving the creation of the Capital Trust Agency (the "Agency"), a separate legal and administrative agency of the State of Florida, organized and existing under the provisions of Chapter 163, Part I, and Chapter 159, Part II, Florida Statutes, Ordinance No. 05-97 of the City, as amended, and its Articles of Incorporation, as amended, and other applicable provisions of law (collectively the "Act"), to enable public, private and not-for-profit organizations to obtain public assistance in financing or refinancing certain beneficial projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, pursuant to the Act and in accordance with the provisions of the Original Resolution, the Agency did on October 9, 2013, take official action by adopting its preliminary resolution (the "Agency Resolution") indicating its intent to authorize the financing or refinancing of the hereinafter described project, and the issuance from time to time of revenue bonds (the "Bonds") by the Agency for a loan program for the purpose, among other things, of acquiring, constructing, developing, improving, installing and equipping an approximately 103-unit senior living facility to be located in Sarasota, Florida (the "Senior Living Facility") described in the attached Schedule "I"; and

WHEREAS, the City has been advised that the Agency desires to issue an approximately \$24,000,000 aggregate principal amount of Bonds (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), to finance the Senior Living Facility on behalf of Sarasota East SLC, LLC, a Delaware limited liability company authorized to transact business in Florida, or one or more of its affiliates, whose principal place of business is Two Metroplex Drive, Suite

202, Birmingham, Alabama 35209 (as applicable, the "Borrower") to fund a program herein described (the "Plan of Finance"); and

WHEREAS, Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), requires public approval of certain revenue bonds by an applicable elected representative or governmental unit on behalf of which such bonds are to be issued, following a public hearing; and

WHEREAS, (i) notice of such public hearing was given in the form required by the Code by publication at least fourteen (14) days prior to such public hearing in the *Pensacola News Journal* on _____, 2013 and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on _____, 2013; and

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

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

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published on _____, 2013 in the *Pensacola News Journal*, a newspaper of general circulation in the jurisdiction of the City. The City Council hereby approves the report of the public hearing conducted by the City Manager, a copy of which is attached as Exhibit "A" hereto. Such Notice and other means and methods utilized by the City to give notice of purpose, time and date of the public hearing provided reasonable notice sufficient to inform residents of the City of the proposed Bonds.

SECTION 2. BONDS AND PLAN OF FINANCE APPROVED.

For purposes of the Act, the City hereby approves the Plan of Finance described herein, and the issuance of the Bonds described in the Notice. The Agency and its officers, employees, agents and attorneys are hereby authorized from time to time to take all action, to execute and

deliver such authorizations, approvals, certificates and documents, and to enter into, on behalf agreements, repurchase agreements, bond credit or insurance agreements, reimbursement agreements, and other agreements, approvals or instruments deemed necessary or convenient to effect, implement, maintain and continue the Plan of Finance, the financing or refinancing of the Senior Living Facility through the issuance from time to time of the Bonds and the purposes for which the Bonds are to be issued. No obligation of the Agency under any such agreement shall constitute an obligation of the City except to the extent the same may be expressly approved by the City. The Bonds shall be limited and special obligations of the Agency, and shall not constitute a pledge of the faith and credit or taxing power of or constitute an obligation of the City.

SECTION 3. AMENDMENT NO. 42 TO THE ENABLING AGREEMENT RATIFIED.

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

SECTION 4. TEFRA APPROVAL.

After diligent and conscientious consideration of the views expressed by the persons appearing at the public hearing, the City Council hereby approves the Agency's Plan of Finance, and the issuance by the Agency of approximately \$24,000,000 aggregate principal amount of revenue bonds for all purposes under Section 147(f) of the Code, for all purposes of the Enabling Agreement, as amended, and for all purposes of the Original Resolution.

SECTION 5. REPEALING CLAUSE.

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

SECTION 6. EFFECTIVE DATE.

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

**GULF BREEZE, FLORIDA
CITY COUNCIL**

(SEAL)

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Leslie Guyer, City Clerk

EXHIBIT "A"
REPORT OF CITY MANAGER

[Follows]

EXHIBIT "B"

**AMENDMENT NO. 41
OF THE ENABLING AGREEMENT**

[Follows]

SCHEDULE I

The Senior Living Facility consists of the acquiring, constructing, developing, furnishing and equipping of a 103-unit senior living facility comprised of approximately 65 assisted living units and approximately 38 memory care units to be known as The Fountains of Hope, to be located at 1560 Wendell Kent Road, in the City of Sarasota, Sarasota County, Florida 34240, expected to be owned by the Borrower, and to be managed initially by CRSA/LCS Management, LLC, an Iowa limited liability company, Des Moines, Iowa.

**NOTICE OF PUBLIC HEARING
CITY OF GULF BREEZE, FLORIDA**

For the purpose of Section 147(f) of the Internal Revenue Code of 1986, as amended (the "Code"), notice is hereby given that the City of Gulf Breeze, Florida (the "City") will hold a public hearing at

____:00 a.m. on _____, 2013, in the City Council Chambers located at 1070 Shoreline Drive, Gulf Breeze, Florida 32561. The purpose of the public hearing is to consider a plan of finance for the purpose, among other things, of providing funds to be loaned by the Capital Trust Agency (the "Agency") to Sarasota East SLC, LLC, a Delaware limited liability company authorized to transact business in Florida, or one or more of its affiliates (as applicable, the "Borrower"), for financing the cost of the acquisition, construction, development, installation and equipping of a 103-unit senior living facility comprised of 65 assisted living units and 38 memory care units to be known as The Fountains of Hope (the "Senior Living Facility") and to be located at 1560 Wendell Kent Road, in the City of Sarasota, Sarasota County, Florida 34240 (the "County").

The plan of finance contemplates that the Agency will issue, in respect to such Senior Living Facility, not exceeding \$24,000,000 in aggregate principal amount of its revenue bonds (the "Bonds"), in one or more installments or series, and loan the proceeds of such Bonds to the Borrower to provide funds for the Senior Living Facility. The Senior Living Facility will be owned by the Borrower. The initial manager of the Senior Living Facility will be CRSA/LCS Management, LLC, an Iowa limited liability company, Des Moines, Iowa (the "Manager").

The purpose of the public hearing is to comply with the provisions of Section 147(f) of the Code. The City will not issue, and will not be obligated on, the Bonds.

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

At the time and place fixed for said public hearing all who appear will be given an opportunity to express their views for or against the proposal to approve said Bonds and the plan of finance. Prior to said public hearing, written comments may be delivered to the City Manager of the City of Gulf Breeze, Florida, at 1070 Shoreline Drive, Gulf Breeze, Florida 32561. All persons are advised that, if they decide to appeal any decision made by the City with respect to any matter considered at this meeting, they will need a record of the proceedings, and for such purpose, they may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. All interested persons are invited to present their comments at the time and place set forth above.

Following the hearing, a report concerning this public hearing will be submitted to the applicable elected representative responsible for approving the issuance of the Bonds.

In accordance with the Americans with Disabilities Act, persons in need of a special accommodation to participate in the proceedings shall contact the telephone operator at City Hall, 1070 Shoreline Drive, Gulf Breeze, Florida 32561, 850-934-5115, at least 48 hours in advance of the meeting, excluding Saturday and Sunday.

AMENDMENT NO. 42 TO INTERLOCAL AGREEMENT

This **AMENDMENT NO. 42 TO INTERLOCAL AGREEMENT** (this "Amendment No. 42") is made and entered into as of the ____ day of _____, 2013, by and among the **CITY OF GULF BREEZE, FLORIDA**, a municipal corporation of the State of Florida ("Gulf Breeze") and the **TOWN OF CENTURY, FLORIDA**, a municipal corporation of the State of Florida ("Century"). Gulf Breeze and Century may collectively be referred to herein as the "Parties."

WITNESSETH:

WHEREAS, the Parties hereto have by Interlocal Agreement, dated as of August 2, 1999, as amended by Amendments No. 1 through No. 41 (including Amendments No. 14-A, 23-A, 24-A and 37-A) (collectively, the "Enabling Agreement"), heretofore provided for the creation of the Capital Trust Agency (the "Agency"), to enable public, private and not-for-profit organizations to obtain public assistance in financing certain projects or programs that benefit, enhance and/or serve a public purpose; and

WHEREAS, Sarasota East SLC, LLC, a Delaware limited liability company authorized to transact business in Florida, or one or more of its affiliates (as applicable, the "Borrower"), has represented to the Agency that, acting for itself or through its affiliates, it plans to develop, own, and operate a senior living facility in Sarasota, Florida; and

WHEREAS, on October 9, 2013, the Agency approved a request by the Borrower that the Agency issue its revenue bonds in a principal amount of approximately \$24,000,000 (the exact amount to be determined by the appropriate official of the Agency, as being the amount required to fund the financing herein authorized), in one or more series from time to time (collectively, the "Bonds") and loan the net proceeds thereof to the Borrower, for the purpose, among other things, of financing the acquisition, construction, installation and equipping of an approximately 103-unit senior living facility comprised of assisted living units and memory support units to be known as The Fountains of Hope and to be located in Sarasota County, Florida (the "Senior Living Facility"), described in the attached Schedule "I"; and

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

WHEREAS, Section 7 of the Enabling Agreement requires that as a condition precedent to the Agency issuing the Bonds, the Agency must obtain the prior written approval, evidenced by resolution, from the governing bodies of Century and Gulf Breeze approving such issuance and approving an

amendment to the Enabling Agreement specifically authorizing such issuance. Such approval evidenced by appropriate resolutions has been obtained, authorizing the execution and delivery of this Amendment No. 42 to the Enabling Agreement with respect to the financing herein described; and

WHEREAS, the Parties desire to amend the Enabling Agreement to permit and authorize the Agency to issue the Bonds herein described and loan the proceeds to the Borrower in order to provide financing and refinancing for the Senior Living Facility;

NOW, THEREFORE, the Parties hereby agree as follows:

SECTION 1. ENABLING AGREEMENT AMENDED FOR SERIES 2013 PROJECT.

This Amendment No. 42 is entered into pursuant to Section 7 of the Enabling Agreement for the purpose of authorizing the Agency to issue the Bonds and to finance projects of the type and character of the Senior Living Facility.

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

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

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

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

SECTION 4. ENABLING AGREEMENT CONTINUED.

The Enabling Agreement, as amended hereby, is hereby ratified, confirmed and approved and shall otherwise continue in full force and effect. Nothing in this Amendment No. 42 shall be deemed to adversely affect the authorizations in the Enabling Agreement as it existed prior to the effective date of this Amendment No. 42, or to adversely affect the interests of the holders of any Bonds issued or to be issued pursuant to such authorizations. Except as and only to the extent specifically amended hereby, such Enabling Agreement is hereby incorporated by reference.

SECTION 5. INDEMNITY.

To the extent permitted by law, the Agency and Gulf Breeze shall indemnify and defend Century and hold Century harmless against any and all claims, losses, liabilities or damages to property or any injury or death of any person or persons occurring in connection with the issuance of the Bonds pursuant hereto, or in connection with the acquisition or operation of any project, or for any liability any way growing out of or resulting from the Enabling Agreement, as amended, this Amendment No. 42, the financing agreements and/or bond indentures executed in connection with the Bonds, including, without limitation, all costs and expenses of Century, including reasonable attorney's fees, incurred in the performance of any activities of Century in connection with the foregoing or the enforcement of any agreement of the Agency herein contained. Any such obligation of Gulf Breeze or the Agency shall be payable solely from the amounts available to them for such purposes under the Bond financing or any other plan of finance heretofore or hereafter undertaken by the Agency, and shall not constitute a general obligation or a pledge of the faith and credit of Gulf Breeze or the Agency, or an obligation to pay the same from any sources other than such amounts available to them for such purposes under the Bond financing.

SECTION 6. SEVERABILITY OF INVALID PROVISIONS.

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

SECTION 7. COUNTERPARTS.

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

SECTION 8. EFFECTIVE DATE; AMENDMENTS.

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

and approvals of the affected members, in the case of the rights of members.

IN WITNESS WHEREOF, the Parties have caused this Amendment No. 42 to the Enabling Agreement to be executed by their duly authorized officers as of the date first above written.

CITY OF GULF BREEZE, FLORIDA

[SEAL]

By: _____
Beverly H. Zimmern, Mayor

ATTEST:

By: _____
Leslie Guyer
City Clerk

TOWN OF CENTURY, FLORIDA

[SEAL]

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

ATTEST:

By: _____
Leslie Gonzalez, Town Clerk

SCHEDULE "I"

The Senior Living Facility consists of the acquiring, constructing, developing, furnishing and equipping of a 103-unit senior living facility comprised of approximately 65 assisted living units and approximately 38 memory care units to be known as The Fountains of Hope, to be located at 1560 Wendell Kent Road, in the City of Sarasota, Sarasota County, Florida 34240 and to be owned by the Borrower and managed initially by CRSA/LCS Management, LLC, an Iowa limited liability company, Des Moines, Iowa.

SCHEDULE "II"
PAYMENT TO TOWN OF CENTURY

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



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**

To: Edwin Eddy, City Manager

From: Richard Hawthorne, Deputy Chief *RA*

Ref: Special Event Application

Date: 10-17-2013

The Methodist Church has submitted a special event application for their annual 5K run. The run will be held on Saturday, February 15, 2014 and begin at 8:00am. The route, as in the past, will go down Fairpoint and highpoint and return to the Church. Because of the number of side streets involved, this event requires a large amount of manpower. We will utilize on duty, off duty and auxiliary officers for traffic control.

RECOMMENDATION: That the City Council approves the Methodist Church 5K run.



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

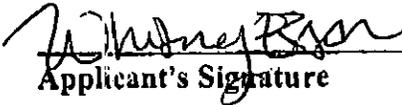
ROBERT C. RANDLE
Deputy Chief of Police

CITY OF GULF BREEZE SPECIAL EVENT INFORMATION

PACKET INCLUDES

- 1) COPY OF REQUIREMENTS TO CONDUCT SPECIAL EVENTS
- 2) APPLICATION TO CONDUCT SPECIAL EVENT

ABOVE DOCUMENTS MUST BE SIGNED, DATED AND RETURNED TO
THE GULF BREEZE POLICE DEPARTMENT
AT LEAST (30) DAYS PRIOR TO THE SPECIAL EVENT

 9/23/2013
Applicant's Signature Date

311 FAIRPOINT DRIVE • GULF BREEZE, FLORIDA 32561 • Phone (850) 934-5121 • FAX (850) 934-5127



Accredited by Commission for Florida Law Enforcement Accreditation



City of Gulf Breeze

POLICE DEPARTMENT

PETER R. PAULDING
Chief of Police

ROBERT C. RANDLE
Deputy Chief of Police

CITY OF GULF BREEZE

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

Applicant must provide 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 telephone number of the person or persons 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 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 necessary fire prevention rules, regulations and guidelines.

Special Event Application

Page 2

311 FAIRPOINT DRIVE • GULF BREEZE, FLORIDA 32561 • Phone (850) 934-5121 • FAX (850) 934-5127



Accredited by Commission for Florida Law Enforcement Accreditation

- (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.

Whitney Esen 9/23/2013
Applicant's Signature Date

RH Hill 10-3-13
Police Department's Approval Date

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

9/25/2013
Date Submitted

1. ORGANIZATION BEING REPRESENTED:

Name RUN FOR THE WORLD (Gulf Breeze United Methodists)
Address 75 Fairport Drive, Gulf Breeze, FL 32561

2. PERSON REQUESTING PERMIT:

Name Whitney Esson
Address 75 Fairport Drive, Gulf Breeze FL 32561
Phone 850-932-3594 ext. 119

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

Name Duane Lawan / Tina Schmitz
Address 305 Poinciana Dr. GB 32561
Phone 850-602-2546

4. DATE, HOURS AND LOCATION OF EVENT:

Feb 15; 8:00am - 9:30am, Set up will start at
12:30am Run/walk will start at GBUMC @ organization
referenced above. See attached map for race course.

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

23rd annual "Run for the World"
5K run/walk. Est. 500 people @ race. Two pick up
trucks will run the course. Water point will be near
149 Peachtree Dr w/ finish line on Nightingale St. The
street will be blocked off. Money raised will go to
the missions funds of GBUMC.

Whitney Esson
Applicant's Signature/Date

[Signature] 103-13
Police Department's Approval/Date

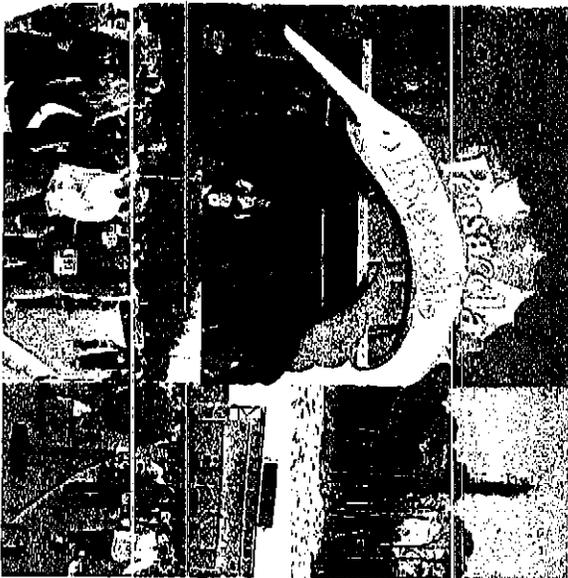
City Manager's Approval/Date

RUN FOR THE WORLD
Gulf Breeze United Methodist Church
75 Fairpoint Dr
Gulf Breeze, FL 32561

23rd Annual RUN FOR THE WORLD 5K

8:00 AM, February 23, 2013
Gulf Breeze United Methodist Church
75 Fairpoint Drive, Gulf Breeze, FL 32561
850-932-3594

Includes:
5K Run or Walk
Door Prizes, T-shirt, Pancake Breakfast
Chance To Win "Weekend For Two"
And
Hotel Accommodations in New Orleans
At Hampton Inn



Come for the Run, Walk, Pancakes, T-shirt, Door Prizes, or any combination of the above and you'll be the hands and feet of God supporting GBUMC missions locally & around the WORLD...

"For I was hungry, and you gave Me something to eat; I was thirsty, and you gave Me drink; I was a stranger, and you invited Me in; I needed clothes and you clothed Me; I was sick, and you looked after Me; I was in prison, and you came to visit Me... Truly I tell you, whatever you did for one of the least of these, you did for Me."

Matthew 23:35-36 and 39

The Course
The beautiful 3.1 mile race course is set along the paved streets of Gulf Breeze and starts in front of the Gulf Breeze United Methodist Church at 75 Fairpoint Dr. The course heads west on Fairpoint Dr to a right turn onto Highpoint Dr (where you will learn there are a few hills in Gulf Breeze!), continues along Highpoint until it intersects Fairpoint Dr again and turns right to continue west on Fairpoint Dr to a turnaround point; returns back to the church staying on Fairpoint Dr to Nightingale Lane; turns right onto Nightingale Lane and then a quick left turn behind the church to the Finish Line.

General Information and Race Rules
The Run For The World racecourse is on public streets of Gulf Breeze and while efforts will be made by Gulf Breeze Police officials and race volunteers to limit traffic entering the racecourse during the race, the absence of motorized and non-motorized vehicles on the racecourse cannot be guaranteed, therefore all Run For The World participants **MUST** exercise caution at all times and when in doubt, always **YIELD** to vehicles.

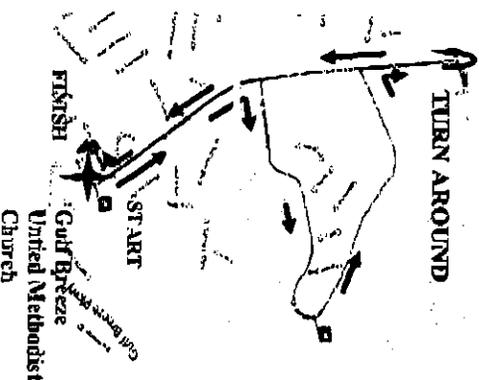
Walkers must be aware of and strictly adhere to **RACE-WALK** rules (see USAF rules at RACEWALK.com). Walkers must walk the **ENTIRE** race (with both feet touching ground at all times). Runners may walk whenever they feel like do so, but walkers cannot run at all!

Racecourse will be well marked with split times provided at the 1-mile and 2-mile points.

Water stations will be located at mid point of the racecourse and at the finish line behind the Church.

Restrooms are available inside Church facilities.

No bicycles, animals, or roller blades please! Participants with strollers **MUST** yield right of way to all other participants.



REGISTRATION

By Mail or at the Church
 Gulf Breeze United Methodist Church
 75 Fairpoint Dr, Gulf Breeze, FL 32561
 850-932-3594

★ Active Duty Military \$17.00 Thru Race Day!

Early Registration... Thru Jan 20
 (All ages) \$17.00

Regular Registration... 21 Jan to Feb 17
 (Adults & 13 and over) \$22.00
 (Children 12 and under) \$17.00

Late Registration... Feb 18 to 23
 (Adults & 13 and over) \$27.00
 (Children 12 and under) \$22.00

Online REGISTRATION Thru Feb 20

www.active.com

FREE CHILD CARE BY APPOINTMENT

For infants and pre-school ages only from 7:30 AM to 9:30 in church nursery. Must indicate number and ages of children on your race registration form and deliver to church prior to race day!

PANCAKE BREAKFAST

Complimentary post race breakfast to all registered participants, including fruit, beverages, and awards in the church's Gilmore Fellowship Hall!

Long Sleeve T-Shirts

Newly designed LONG SLEEVE T-Shirts guaranteed to first 300 participants. Unclaimed T-Shirts must be picked up at church office from Feb 25th until Mar 8th.

DOOR PRIZES

Chance to win one of a number of door prizes to include "2-day weekend for two hotel accommodations" at the Hampton Inn in New Orleans

EVENT SCHEDULE

FRIDAY Feb 22

3:00 PM to 6:00 PM

Packet pickup and late registration

Saturday Feb 23 (Race Day)

6:30 AM to 7:30 AM

Packet pickup and late registration

7:45 AM

Race Instructions at the flagpole

8:00 AM

Race START
 (2 minute delayed start for walkers)

8:30 AM

Post Race Refreshments and
 Pancake Breakfast

9:15 AM

Door prizes and Awards

FINISH LINE and SCORING

Run For The World is computer scored by RESULTS EVENT TIMING, LLC.

Your race number MUST be visible at all times pinned to the front of your shorts or shirt. The tab will be removed after you cross finish line.

Complete race results will be posted at:
www.eventtiming.com

AWARDS

- Overall Male and Female Runner & Walker
- Masters Male and Female Runner & Walker
- Grand Masters Male and Female Runner & Walker
- Senior Masters Male and Female Runner & Walker
- Wheelchair (overall)

RUNNERS 1-3 deep in following age groups:
 (Male and Female) 1-7, 8-9, 10-11, 12-13, 14-15, 16-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59,
 60-64, 65-70, 70-74, 75+

WALKERS 1-3 deep in following age groups:
 (Male and Female) 1-7, 8-9, 10-11, 12-13, 14-15, 16-19, 20-24, 25-29, 30-34, 35-39, 40-44, 45-49, 50-54, 55-59,
 60-64, 65-70, 70-74, 75+

Call Church Office For More Info: 850-932-3594
 Or email race director John Carruth at jcarruth@yahoo.com

ENTRY FORM FOR: 013 RUN FOR THE WORLD 5K ...Make checks payable to: GBUMC Run For The World

<input type="checkbox"/> Runner										<input type="checkbox"/> Walker										<input type="checkbox"/> Wheelchair										<input type="checkbox"/> Child Care Requested For										Children Ages: _____										OFFICIAL USE ONLY																													
FIRST NAME										LAST NAME										MALE										FEMALE										AGE										Month										Day										Year									
ADDRESS										CITY										STATE										ZIP CODE										ADULT SIZE										YOUTH										L																			
CITY										STATE										ZIP CODE										Fairpoint										CLC										W@W										Other																			
PHONE NUMBER										EMAIL										CHURCH ATTENDED MOST OFTEN																																																											

I know that running a road race is a potentially hazardous activity, which could cause injury or death. I should not enter and run unless I am medically fit and properly trained, and by my signature, I certify that I am medically fit to perform this event, in good health, and am properly trained. I agree to abide by my decision of a race official relative to any aspect of my participation in this event, including the right of any official to deny or suspend my participation for any reason whatsoever. I assume all risks associated with running in this event, including but not limited to falls, contact with other participants, the effects of the weather, including cold, heat and humidity, traffic, and the conditions of the roads of such risks being known and appreciated by me. I understand that bicyclic, skateboards, baby joggers, scooters or blades, animals, and radiotelephone/CD headsets are not allowed in the race and will abide by this guideline. Having read this waiver and knowing these facts and in consideration of your accepting my entry, I, for myself and anyone entitled to act on my behalf, waive and release the Gulf Breeze United Methodist Church, any city, county, state, and national government entity responsible for a box used in conjunction with this event, and all sponsors, their representatives and successors from all claims and liabilities of any kind arising out of my participation in this event, even though liability may arise out of negligence or carelessness on the part of persons named in this waiver. Further, I grant permission to all the foregoing to use my name and image of myself in any photographs, motion pictures, news, publications or any other print, video, graphic, or electronic record of this event for legitimate purposes. I have read the above release and understand that I am attending and/or participating in this event at my own risk.

Signature: _____ Date: _____
 (Signature of parent or guardian if entrant is under 18 years of age)



CERTIFICATE OF LIABILITY INSURANCE

OF ID: TM

DATE (MM/DD/YYYY)

09/20/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Hiles-McLeod Insurance, Inc. PO Box 2747 Pensacola, FL 32513 Chris G. Pate		Phone: 850-432-9912 Fax: 850-432-3875		CONTACT NAME: PHONE (A/C, No. Ext): E-MAIL: ADDRESS: PRODUCER: CUSTOMER ID #: GULFB-2		FAX (A/C, No.):	
INSURED Gulf Breeze United Methodist Church 75 Fairpoint Drive Gulf Breeze, FL 32561				INSURER(S) AFFORDING COVERAGE		NAIC #	
				INSURER A: Cincinnati Insurance Company		10677	
				INSURER B:			
				INSURER C:			
				INSURER D:			
				INSURER E:			
				INSURER F:			

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSR WVP	POLICY NUMBER	POLICY BFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY	X	CAP5898473	11/28/2012	12/28/2014	EACH OCCURRENCE \$ 1,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY					DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000
	CLAIMS-MADE: <input checked="" type="checkbox"/> OCCUR					MED EXP (Any one person) \$ 5,000
	GEN'L AGGREGATE LIMIT APPLIES PER:					PERSONAL & ADV INJURY \$ 1,000,000
	POLICY <input type="checkbox"/> PRI <input type="checkbox"/> LOC					GENERAL AGGREGATE \$ 1,000,000
	AUTOMOBILE LIABILITY					PRODUCTS - COM/OP AGG \$ 1,000,000
	<input type="checkbox"/> ANY AUTO					\$
	<input type="checkbox"/> ALL OWNED AUTOS					COMBINED SINGLE LIMIT (Ea accident) \$
	<input type="checkbox"/> SCHEDULED AUTOS					BODILY INJURY (Per person) \$
	<input type="checkbox"/> HIRED AUTOS					BODILY INJURY (Per accident) \$
	<input type="checkbox"/> NON-OWNED AUTOS					PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB					\$
	<input type="checkbox"/> EXCESS LIAB					\$
	DEDUCTIBLE					EACH OCCURRENCE \$
	RETENTION \$					AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY					\$
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A			WC STATUTORY LIMITS
	If yes, describe under DESCRIPTION OF OPERATIONS below					OTHER
						E.L. EACH ACCIDENT \$
						E.L. DISEASE - EA EMPLOYEE \$
						E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 RE: Run for the World February 15, 2014
 City of Gulf Breeze is listed as an additional insured as respects to the General Liability.

CERTIFICATE HOLDER:		CANCELLATION	
CITYGB1 City of Gulf Breeze 800 Shoreline Drive Gulf Breeze, FL 32561		SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.	
		AUTHORIZED REPRESENTATIVE 	

**MINUTES
DEVELOPMENT REVIEW BOARD
OCTOBER 15, 2013
TUESDAY.....6:30 P.M.
CITY HALL OF GULF BREEZE**

PRESENT

George Williams
J.B. Schluter
Samantha Rine
Bill Clark
Ramsey Landry
Lee Brown
Laverne Baker

ABSENT

STAFF

Shane Carmichael
Stephanie Lucas

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

After Roll Call, a motion was made by Ramsey Landry to approve the minutes as written. The motion was seconded by Bill Clark. The minutes from the meeting of August 20, 2013, were approved unanimously.

Mr. Brown asked if any members had any exparte communications regarding the pending cases. Mr. Clark reported he visited the sites and spoke only to Peter Paulding with regards to the property located at 308 North Sunset Boulevard; however, it would not influence his decision.

PROJECT NO. 13-20000005 – JOHN BAARS CONNELL, P.O. BOX 2245, PENSACOLA, FLORIDA 32513, REQUESTING TO CONSTRUCT A PIER AT 606 FAIRPOINT DRIVE.

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

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

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

PROJECT NO. 13-20000006 – PETER PAULDING, 308 NORTH SUNSET BOULEVARD, REQUEST TO RECONSTRUCT A COVERED ROOF OVER AN EXISTING BOATLIFT AND DREDGE ≈600 YD³ OF MATERIAL AT THEIR RESIDENCE.

Ruth Paulding appeared before the Board and presented the case to the Board and answered questions.

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

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

Chairman Brown stated the dredging portion of the project is classified as Level III Development and must go to the City Council for final approval on October 21, 2013.

PROJECT NO. 13-30000006 – SEA SHELL COLLECTIONS, 380 LURTON STREET, PENSACOLA, FLORIDA 32505, REQUEST TO CONSTRUCT A RESTAURANT ON AN OUTPARCEL LOCATED AT 700 GULF BREEZE PARKWAY.

Caryl Scobbie with Panera Bread and Phil Philips with Fabre Engineering and Surveying appeared before the Board on behalf of Panera Bread. Ms. Scobbie presented the case to the Board and answered questions.

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

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

Mr. Carmichael stated the project is classified as Level III Development and must go to the City Council for final approval on October 21, 2013.

Chairman Brown opened the floor for public comments and none were received.

As there was no other business to come before the Board, the meeting was adjourned at 6:45 p.m.

ATTESTED TO:

Stephanie D. Lucas, City Clerk



City of Gulf Breeze

MEMORANDUM

TO: Edwin A. Eddy, City Manager

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

DATE: October 24, 2013

RE: SSRUS Board Recommendations

The following recommendations were recommended by the SSRUS Board at their October 14, 2013 meeting.

Chlorine Contact Basins

The bids for the rehabilitation of the chlorine contact chamber were received on October 4th. Two contractors submitted bids with Phoenix Coatings being the low bid at \$181,619. Phoenix Coatings is a Pensacola based firm that has not done much work for the City, but they are a major contractor in the area doing concrete repair and coatings.

RECOMMENDATION: The City Council approve of Phoenix Coatings to complete the chlorine contact basin rehabilitation for \$181,619.

Fuel Management System

The fuels system at the Field Operations building was installed in 2006. Age and lightning strikes have rendered the fuel management controller inoperable. Panhandle Pump Company, a locally owned firm in Molino, is the City's maintenance contractor for all of our fueling systems. They priced two models for replacement. The Fuel Master 2500 was selected because of price and compatibility with the system installed at City Hall in 2011.

RECOMMENDATION: The City Council approve the purchase of the Fuel Master 2500 Plus for \$16,098 from Panhandle Pump Company.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: Thomas E. Lambert, Assistant Director of Public Services
DATE: October 11, 2013
RE: Chlorine Contact Chamber Rehabilitation

The bids for the rehabilitation of the chlorine contact chamber was received on October 4th. Two contractors submitted bids with Phoenix Coatings being the low bid at \$181,619 and Utility Services Company of Gulf Breeze. Phoenix Coatings is a Pensacola based firm that has not done much work for the City, but they are a major contractor in the area doing concrete repair and coatings.

The funding will come from the capital budget. The FY2012 budget had \$145,000 and the FY2013 has an additional \$115,000.

RECOMMENDATION: SSRUS Board Recommend to City approve of Phoenix Coatings to complete the chlorine contact basin rehabilitation for \$181,619.

PHOENIX COATINGS

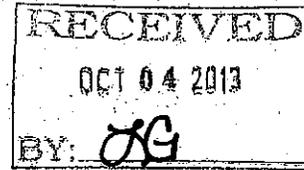
WATERPROOFING • CONCRETE RESTORATION • BUILDING RECONSTRUCTION

A Structural Restoration Company

Providing Innovative Services to Our Clients Since 1988

04 October 2013

Jon Kanzigg, Construction Coordinator
City of Gulf Breeze
1070 Shoreline Drive
Gulf Breeze, FL 32562
Transmitted Via: Hand Deliver



RE: Tiger Point WWTP
C.C.C. RE-HAB

Mr. Kanzigg,

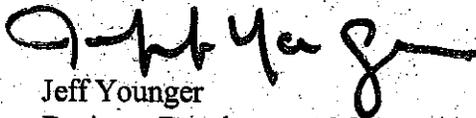
Below please find our quotation as requested for the Chlorine Contact Chamber Re-hab @ Tiger Point WWTP in the Gulf Breeze, Florida. Our scope of work and pricing are submitted in accordance with the written scope provided (dated 8-22-13) and the 4 pages of plans and details dated April 30, 2013 from the office of Baskerville Donovan, Inc. (copies of both attached)

PHOENIX COATINGS, INC. BID PRICE \$ 181,619.00

We appreciate the opportunity to provide you with our proposal, and hope to be selected as your Contractor of choice to perform this project.

Sincerely,

PHOENIX COATINGS, INC.


Jeff Younger
Business Development Manager

STATE CERTIFIED GENERAL CONTRACTORS
ALABAMA 17674 • FLORIDA CG C061897 • MISSISSIPPI 11719

900 Industrial Court • Pensacola, FL 32505 • 850-857-4740 • FAX: 850-857-4743



City of Gulf Breeze

MEMORANDUM

TO: Thomas Lambert, Assistant to the Director

FROM: Jon Kanzigg, Construction Coordinator

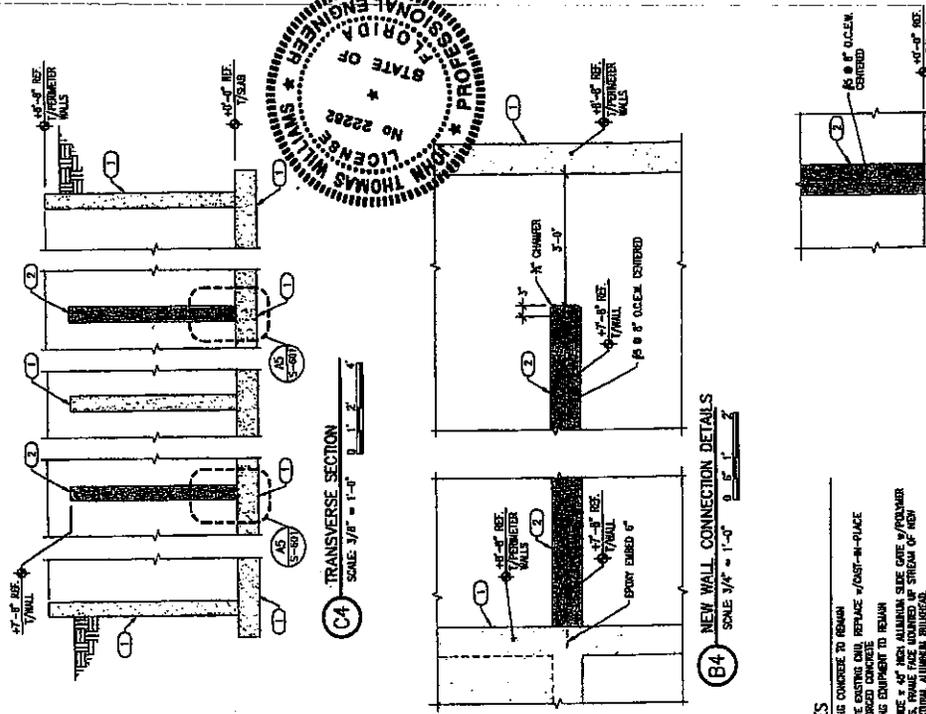
DATE: 8-22-13

RE: C.C.C. Re-Hab
Attachment to the plans.

1. Isolate the south chlorine contact chamber by dewatering. A partial wall demolition and install aluminum bulkhead. Contractor must meet a 12 hour maximum down time frame.
2. Remove the balance of masonry walls called out on the detail sheets.
3. Construct new concrete walls as shown.
4. Clean south chamber.
5. Apply protective (Raven Coating) coating to the interior walls and floor of the south chamber.
6. Place chamber on line on or before December 24, 2013.

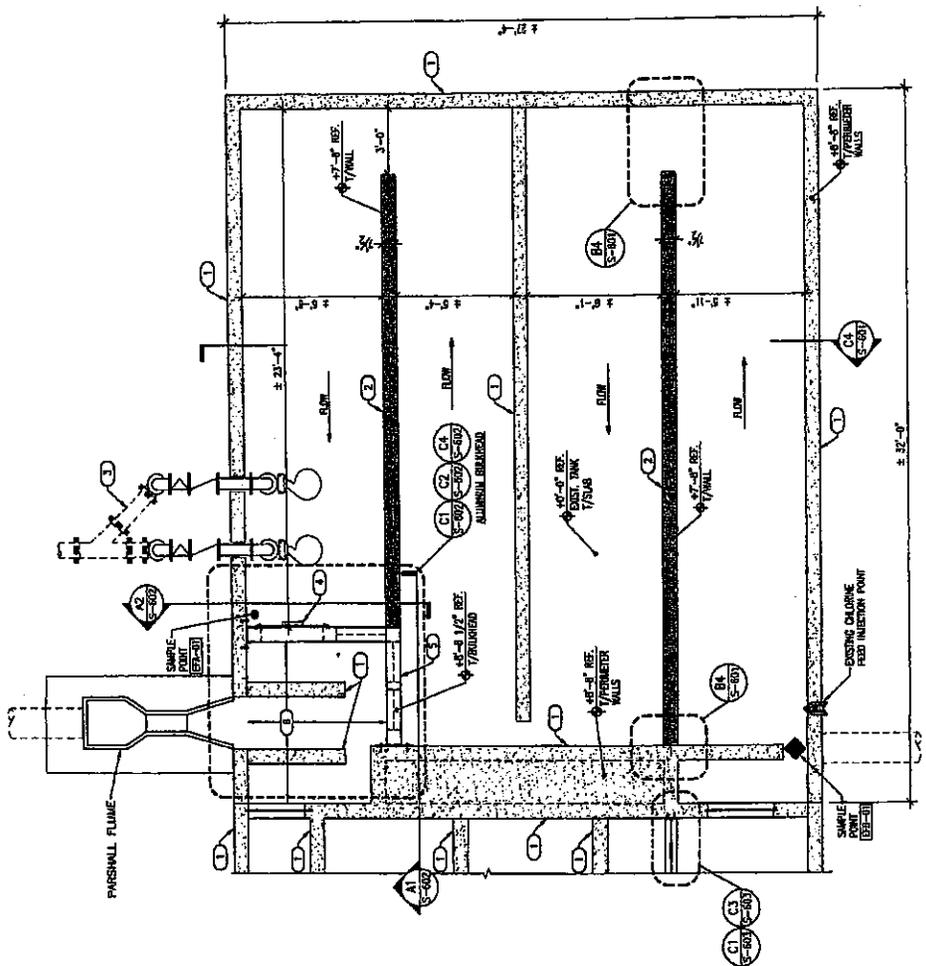
All interested Contractors must attend a mandatory pre-bid meeting Monday, September 23, 2013 at 10:00 a.m. located at 1170 Circle Lane, Gulf Breeze, Florida.

NO.	DATE	REVISION / ACTION TAKEN

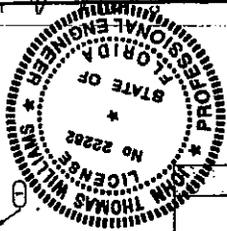


KEYNOTES

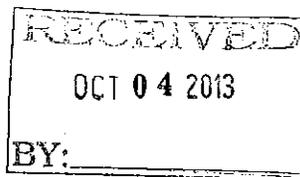
- EXISTING CONCRETE TO REMAIN
- EXISTING WALL TO REMAIN
- EXISTING EQUIPMENT TO REMAIN
- 3" WIDE x 4" HIGH ALUMINUM SLIDE GATE w/ FLOWAR GUARDS, FRAME MADE UPWARD UP STREAM OF NEW STRUCTURAL ALUMINUM RIBBING
- NEW WALL TO BE CONSTRUCTED WITH EXISTING SUBGRADE AND FLOOR SLAB CONSTRUCTION. CONCRETE WALL AND FLOOR SLAB CONSTRUCTION. REMOVE ALUMINUM GROUTING THIS AREA WILL BE A MINIMUM 1/2" IN DEPTH, AND WILL BEAR UPON NEW RIBBING WITH BEARING ANCHORS BORED INTO EXISTING CONCRETE WALLS



CHLORINE CONTACT CHAMBER - NEW WALL LAYOUT PLAN
 SCALE: 3/8" = 1'-0"



UTILITY SERVICE CO.



October 4, 2013

City of Gulf Breeze
P.O. Box 640
Gulf Breeze, Fla. 32561

RE: Chlorine Contact Chamber Rehab.

Dear Sirs,

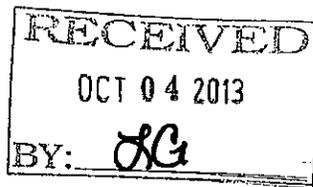
Attached is our quote for the rehabilitation of the chlorine contact chamber for South Santa Rosa Utilities.

Sincerely,

A handwritten signature in black ink, appearing to be "Bill Lee", written over a horizontal line.

Bill Lee

City of Gulf Breeze
P.O. Box 640
Gulf Breeze, Fla. 32561



Date: 3-Oct-13
From: Utility Service Company, Inc.
4326 Gulf Breeze Parkway
Gulf Breeze, FL 32561

RE: Chlorine Contact Chamber Rehab

Description	Contract Items			
	Units	U/M	Price	Amount
1. Bypass Pumping	1.00	LS	\$ 6,675.00	\$ 6,675.00
2. Aluminum Bulkhead	1.00	LS	\$ 41,032.00	\$ 41,032.00
3. Baffle Demolition	1.00	LS	\$ 42,206.00	\$ 42,206.00
4. New Baffles	1.00	LS	\$ 21,101.00	\$ 21,101.00
5. Raven Epoxy Coating	1.00	LS	\$ 75,915.00	\$ 75,915.00
6. Restoration	1.00	LS	\$ 3,200.00	\$ 3,200.00
7. Bonds	1.00	LS	\$ 3,000.00	\$ 3,000.00
Totals				\$ 193,129.00

We would like to qualify our bid by stating that our work will take 65 calendar days to complete plus another 30 days curing time on the proposed baffles before they can be coated.

We do not have any allowance for leaks in the existing walls or floor. If leaks are found we would need to negotiate the cost to plug them.

Waterman would not give an estimate on the lead time they need to fabricate the gate. This will be a concern for the start and completion timing. I think we need the gate in hand before we start the project.



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager

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

DATE: October 10, 2013

RE: Replacement of SSRUS Fuel Management System

The Fuel Management System located at the Field Operations Building is in need of replacement after being struck by lightning.

Staff obtained prices from our current vendor, Panhandle Pump Co., about suitable units and obtained the following pricing.

- | | |
|---|--------------|
| A. Remove existing equipment and install Petro-Vend K800 | \$ 19,683.00 |
| B. Remove existing equipment and install Fuel Master 2500 | \$ 16,098.00 |

The Fuel Master 2500 is best suited for our operations and is compatible with the Fuel Management System located at City Hall.

Recommendation: SSRUS Board recommend the purchase of the Fuel Master 2500 Plus for \$16,098 from Panhandle Pump Co.



Service Station Equipment
Installation and Repair
PCC045053 EC0002642

4650 Chestnut Rd
Molino, FL 32577
850-587-5735

PROPOSAL

PROPOSAL SUBMITTED TO: City of Gulf Breeze Attn: John Trypus		PHONE: 791-1757	PROPOSAL NUMBER: 551
STREET: PO Box 640		JOB NAME: South Santa Rosa Utility System	DATE: 9/6/13
CITY, STATE, and ZIP CODE: Gulf Breeze, Fl. 32562-0640		JOB LOCATION: 1108 Coronado Dr.	
		Gulf Breeze, Fl.	FX PHONE: 934-5150

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

Sixteen thousand ninety eight and 00/100

Dollars \$ 16,098.00

Payment to be made as follows:

\$8,000.00 when material is ordered

\$8,098.00 when installation is complete

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

Authorized Signature

This Proposal may be withdrawn by us if not accepted within 30 days

Either party may apply to any competent court with jurisdiction for the enforcement of the provisions of the provisions of this Proposal or Contract. And in the event either party is required to sue on this Proposal or Contract or otherwise pursue enforcement of the terms hereof, the prevailing party shall be entitled to expenditures reasonably made to enforce the terms and provisions of this Proposal or Contract including attorney's fees from the other party.

We hereby submit specifications and estimates for:

Remove existing TopKat pump controllers from two fuel pumps.

Provide and install one new FuelMaster pump controller to control both pumps. The system consist of one fuel island terminal, wireless communication to the office, 20 keys, one key encoder, operating software and training.

City personell will provide one electrical outlet in the shop for the antenna.

The following are not included in the bid price and will be handled at owners expense should they occur:

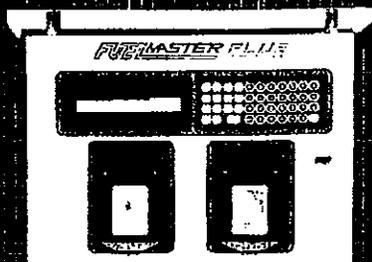
1. Any unknown obstacles encountered during underground construction.
2. All testing required by government agencies/inspectors.
3. Any removal and disposal of contaminated water/soil.

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

Signature _____

Date of Acceptance _____

FuelMaster® 2500 Plus



NEXT GENERATION

FUEL MANAGEMENT

F
U
E
L
M
A
S
T
E
R



Main Office and Plant:

100 Four Points Way, Tallahassee, FL 32305

Tel: (850) 878-2658

Toll Free: (800) 888-9138

FAX (850) 877-9327

SYN-TECH SYSTEMS, INC.

www.syntech-fuelmaster.com

For more information email:
marketing@syntech-fuelmaster.com

(Show above: FMU 2500 PLUS RF)

Benefits

The best just keeps getting better! *FuelMaster*[®] saves you money by eliminating manual tracking of fuel transactions and increasing accountability. The same reliable *FuelMaster*[®] equipment that's been the fleet managers' choice for years has been upgraded to increase productivity and provide a quicker return on investment... usually within the first year!

FuelMaster[®] engineers and technicians provide the best product support service in the industry. Toll-free support directly to your fuel island, as well as PC to PC training and assistance, saves you time and money. *FuelMaster* doesn't stop there! Its flexibility permits numerous, diverse uses: e.g., a gate opener, car wash activator, or controlling access to chemicals, to name a few. Consider a *FuelMaster*[®] Fuel Management System ... and start saving money today!

The *FuelMaster*[®] 2500 Plus series adds additional features that make it the most effective fuel management system on the market for many years to come. Flash memory has been added to permit updating the fuel island operating system without changing chips. The Plus system has increased memory and processor speed and the database has been upgraded to Access 2000. The Plus system also supports a network card to permit Internet access. *FuelMaster*[®] software now has more flexibility in the customization of reports. *FuelMaster*[®] also communicates directly with electronic dispensers to permit interfaces with blended MPDs and the capability of remotely changing dispenser prices.

Features

Electronic Read/Write keys and cards are great for fleet operations or gas club members. PROKEE[™]s are high strength, plastic composite keys containing nonvolatile, read/write memory chips, which can be encoded with confidential information to control access to dispensers and streamline product transaction data.

FuelMaster[®]'s patented radio frequency tag system takes driver data entry out of the information collection equation. The odometer or chronometer data, along with other information is automatically collected by the island fuel management unit without driver effort. An AIM (automotive information module) unit is installed on the equipment and collects and stores information and sends it to the fuel management unit by RF during fueling operations. This system works concurrently with the use of PROKEE[™]s or smart cards so that the (AIM) units may be added to equipment currently using electronic read/write access devices.

The *FuelMaster*[®] 2500 Plus' capabilities to support self-serve retail applications have also been increased. As well as being on an ever increasing number of credit card networks, prepaid smart cards and PROKEE[™]s can be issued to customers. The system operator may also enter up to 300 credit card numbers of repeat customers with a specified discount for each. The Plus system also returns more credit card information and settle-up data to the PC software for easier tracking of fuel purchases. The ability to price fuel at multiple remote sites has been enhanced to ensure you're in control of your fuel.

A real-time, on-site journal printer can provide hard copy backups of all transactions. A receipt printer is also available.

If you are looking for reliability and flexibility, look no further. The purchase price is only part of what you pay for a fuel management system. Repairs and system downtime also cost you money, making reliability a key ingredient in achieving return on your investment. We encourage you to talk with *FuelMaster*[®] owners, particularly those who have previously used other brands of fuel management.

FuelMaster[®] is a leader in the alternative fuels arena... from CNG to E85! *FuelMaster*[®] can control and measure any liquid or gaseous fuel. Leaders in the alternative fuels field chose *FuelMaster*[®] because of its reliability and ease of maintenance.

Based on odometer/hour readings, the system calculates vehicle efficiency and fuel consumption and alerts the driver and supervisor to maintenance requirements.

The addition of a tank monitor interface kit permits automatic reconciliation of tank levels with *FuelMaster*[®]'s declining balance. *FuelMaster*[®] interfaces with most popular tank monitors.

The *FuelMaster*[®] system may be expanded to control an almost limitless number of fueling sites. Each site consists of a master unit with up to eight satellites.

FuelMaster[®] is warranted for one year from date of installation or fifteen months from date of shipment.

Modular design and construction ensure reliability and ease of maintenance of your *FuelMaster*[®] Fuel Management System. Site operators can quickly and easily change-out modular components, if necessary, with the assistance of *FuelMaster*[®] technicians.

The central controller (a PC operating on Windows 98 or higher) generates comprehensive transaction reports and invoices

Transaction data can be easily exported to most fleet maintenance programs.



Service Station Equipment
Installation and Repair
PCC046083 EC0002642

4660 Chestnut Rd
Molino, FL 32577
850-687-6735

PROPOSAL SUBMITTED TO: City of Gulf Breeze Attn: John Trypus	PHONE: 791-1757	PROPOSAL NUMBER: 552
STREET: PO Box 640	JOB NAME: South Santa Rosa Utility System	DATE: 9/9/13
CITY, STATE, and ZIP CODE: Gulf Breeze, FL 32562-0640	JOB LOCATION: 1108 Coronado Dr.	
	Gulf Breeze, FL.	FAX PHONE: 934-5150

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

Nineteen thousand six hundred eighty three and 00/100 Dollars \$ 19,683.00

Payment to be made as follows:
\$10,000.00 when material is ordered \$9,683.00 when installation is complete

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

Authorized Signature *[Signature]*
This Proposal may be withdrawn by us if not accepted within 30 days.

Final party may apply to any competent court with jurisdiction for the enforcement of the provisions of the provisions of this Proposal or Contract. And in the event either party is required to sue on this Proposal or Contract or otherwise pursue enforcement of the terms hereof, the other party shall be entitled to expenses reasonably made to enforce the terms and provisions of this Proposal or Contract including attorney's fees from the other party.

We hereby submit specifications and estimates for:

- Remove existing TopKat pump controllers from two fuel pumps.
- Provide and install one new Petro-Vend K800 pump controller to control both pumps. The system consist of one fuel island terminal, wireless communication to the office, 20 keys, one key encoder, operating software and training.
- City personell will provide one electrical outlet in the shop for the antenna.

The following are not included in the bid price and will be handled at owners expense should they occur:

1. Any unknown obstacles encountered during underground construction.
2. All testing required by government agencies/inspectors.
3. Any removal and disposal of contaminated water/soil.

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

Signature _____

Date of Acceptance _____

K800™ Fuel Control System

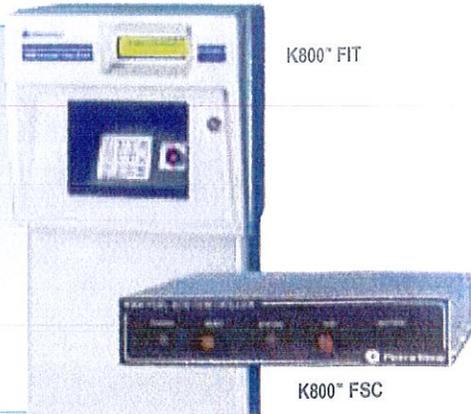
Be in control of your unattended fueling operation with Petro Vend's K800™ Fuel Control System. The K800™ provides you with the tools you need to manage your fuel expenses. Fuel access is restricted to authorized users, and set to the fuel type and quantity you specify. Every transaction is tracked, giving you the security and accountability your unattended fueling operation needs.

K800™ System Components

Each system consists of the following 2 components:

1 Fuel Site Controller (FSC) the hub of the system - stores transactions and connects peripherals

Up to 4 K800™ Fuel Island Terminals (FIT) used by drivers at the island to activate the fuel dispensers



K800™ FIT Features

- ◆ Backlit LCD for visibility in bright sunlight or at night
- ◆ Programmable prompts to guide drivers through the fueling process
- ◆ Durable alloy keypad, 16-gauge steel enclosure and thermostatically-controlled heater for reliable operation in the harshest environments
- ◆ High-impact plastic door overlay and powder-coated enclosure and matching pedestal maintain their appearance for years to come
- ◆ Built-in diagnostics for simplified troubleshooting
- ◆ Built-in pulser power supply, pump control and pre-punched conduit access for easy installation
- ◆ Can be activated either by card (magnetic-stripe), ChipKey® or code activated
- ◆ Manual bypass switch for each hose
- ◆ 4 adjustable fueling timers per hose position

K800™ FSC Features

- ◆ Controls up to 4 Fuel Island Terminals and 16 hoses simultaneously to meet your needs today and tomorrow
- ◆ Up to 10,000 cards and 1,800 transactions can be stored in memory
- ◆ Menu-driven programming with onscreen help for ease of use
- ◆ Serial communication ports for printer, PC and modem
- ◆ Desktop controller can also be conveniently wall-mounted
- ◆ Easily interfaces to existing personal computers
- ◆ Dual card accountability allows tracking and reporting on drivers using multiple vehicles
- ◆ Cardless/keyless access allows drivers to fuel using a quick keypad entry
- ◆ ChipKey® mileage reasonability option ensures accuracy of odometer entries
- ◆ Lock out any key or card
- ◆ Provides basic inventory tracking
- ◆ Wireless Petro-Net™ communication reduces installation costs
- ◆ Provides 4 levels of authorized time access

Listings and Certifications



NOTE: See OPW Fuel Management Systems' Website at www.opwglobal.com for detailed product literature, manuals and sales representative contact information for your area.



Additional Features

- ◆ Restricts product and quantity for any key, card or account
- ◆ Restricts number of transactions per day for any key or card
- ◆ Adjustable pump time-outs
- ◆ Pump handle monitor and pulser sentry
- ◆ Diagnostic test programs for system start-up and troubleshooting
- ◆ 4 memory levels available (up to 2 megabytes total)
- ◆ Standard report package groups cards together by account and provides itemized reports including MPG, CPM and price extensions
- ◆ Personal Identification Number (PIN) entry with auto-lockout
- ◆ Inventory, pump and product total reports



The rugged, tamper-resistant ChipKey® is a popular alternative to cards. It fits easily onto a customer's key ring, so it's convenient and hard to lose. Every ChipKey® contains a microchip that can be programmed and reprogrammed as many times as you like.

K800™ Fuel Island Terminal Specifications

Readers: Magnetic-stripe card, or ChipKey®

Display: Backlit LCD (2 lines x 16 characters)

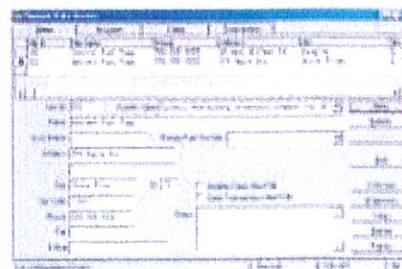
Keypad: Durable alloy keypad

Cabinet Dimensions: 12" H x 13" W x 10" D (30.5 cm H x 33 cm W x 25.5 cm D)

Pedestal Dimensions: 48" H x 14" W x 8" D (122 cm H x 36 cm W x 20 cm D)

Operating Temperature Range: - 40° F to 122° F (- 40° C to 50° C)

Power Requirements: 120/230 VAC, 50/60 Hz; 100 watts max.



Phoenix™ Plus, and Phoenix™ Premier are powerful fuel management software packages for your Windows®-compatible PC (see page 340 for detailed information).

K800™ Fuel Site Controller Specifications

Cabinet Dimensions: 2" H x 9" W x 11" D (5 cm H x 23 cm W x 28 cm D)

Operating Temperature Range: 32° F to 122° F (0° C to 50° C)

Power Requirements: 120/230 VAC, 50-60 Hz; 50 watts max.

Maximum Petro-Net™ Distance: 5,000 feet (1,524 m)

Petro Vend Fuel Control Systems

From the smallest fleet to the largest petroleum marketing operation, Petro Vend has been providing effective solutions to meet your fuel control needs since 1961. 24-hour unattended fleet fueling systems like the K800™ and AFC™ only allow authorized users to access fuel, tracking every transaction and restricting vehicles to

the type of fuel and quantities they need for complete security, accountability and control.

Systems like The K800™ Hybrid, C/OPT™ and FIT500™ accept nationwide fueling network cards as well as local proprietary network cards, allowing petroleum marketers to grow their 24-hour unattended

fueling business and stay profitable. Other industry-leading options like RFID access, wireless data communication and powerful fuel management software continue to make Petro Vend Fuel Control Systems the leader in 24-hour unattended fuel management.

Petro Vend Fuel Control Systems - Features Overview

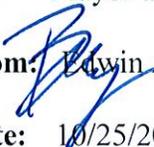
Fuel Control System Model	PetroLink™ (page 330)	FIT500™ (page 332)	C/OPT™ (page 334)	K800™/System2™ Hybrid (page 336)	K800™ (page 338)	AFC™ (page 342)	Keegard™ (page 344)
Magnetic Stripe Card Access	•	•	•	•	•	•	
ChipKey® Access	•		•	•	•		
Proximity Card Access	•		•	•			
PetroLink™ RFID Access	•	•	•	•			
DuraKey™ Access						•	
Keypad Access	•	•	•	•	•	•	
Hose Capacity Per System	32	32	32	32	16	8	1
Fuel Island Terminal Capacity Per System	N/A	8	8	8	4	N/A	
Maximum Transaction Storage	2000	2000	2000	2000	1,800	999	N/A
Maximum Proprietary (local network) Card/Key/ User Capacity	64,000	64,000	64,000	64,000	10,000	10,000	30
Mileage Reasonability		•	•	•	•		
Dual Card Accountability	•	•	•	•	•	•	
Phoenix™ Fuel Management Software Compatability	•	•	•	•	•		
Commercial Fleet and Trucking Card Acceptance	•	•	•	•			
Bankcard Acceptance		•	•				
Wireless Communication	•	•	•	•	•		
Certifications	ETL	ETL US/C	ETL US/C	ETL US/C	ETL US/C	ETL	UL



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/25/2013

Subject: **West Central Corridor, Replacement of Pensacola Bay Bridge**

Mayor Zimmern and staff reported previously to the City Council on the sum and substance of a meeting on the subject noted above which was held on September 10th in Milton. Subject to a Public Hearing and review by the Federal Highway Administration, the Florida Department of Transportation and their PD and E consultant, Reynolds, Smith and Hills are preparing to recommend the west central corridor. Please find the minutes from this meeting attached hereto.

Also as previously reported, we asked our master planning consultant, VHB Miller Sellen to re-evaluate the bridge landing as contemplated in the Master Plan vis-à-vis the west central corridor. VHB met, as authorized by the Council, with FDOT and RS and H and has concluded that accepting the west central corridor is preferable to challenging the FDOT/RSH conclusions. The Master Plan can work within the west central corridor and the nearest property owner on the southwest side of the bridge landing has indicated his acceptance of the west central corridor. VHB Miller Sellen will be present at the November 4th meeting to discuss their conclusions with the Council.

The attached drawings are preliminary. They contain certain errors that need to be corrected. New drawings will be distributed.

RECOMMENDATION:

THAT THE COUNCIL SCHEDULE A MEETING WITH VHB MILLER SELLEN RELATIVE TO THE CITY'S ACCEPTANCE OF THE WEST CENTRAL CORRIDOR FOR THE ALIGNMENT OF THE NEW BAY BRIDGE FOR NOVEMBER 4, 2013.



Pensacola Bay Bridge PD&E
City of Gulf Breeze-District 3
Update Meeting



September 10th, at 10:00 pm CDT

Location: FDOT Milton Operations Office, Milton, Florida

Attendees:

City of Gulf Breeze: Mayor Beverly Zimmern; Buz Eddy;

* Santa Rosa County: Nancy Model;

FDOT District 3: Blair Martin; Jason Peters; Jim DeVries;

VHB Miller Sellen: Curtis Ostrodka; Laurence Lewis; Rohan Sadhai;

RS&H: Dan Kristoff; Paul Heeg; Nick Arnio;

A meeting among the City of Gulf Breeze (City) and their Master Planning Consultants (VHB Miller-Sellen), and FDOT District Three and their PD&E Consultants (RS&H), was held on Tuesday, September 10th at the FDOT Milton Operations Office. The purpose of the meeting was to discuss the Pensacola Bay Bridge PD&E progress, the proposed City of Gulf Breeze stormwater mitigation projects, and the City of Gulf Breeze Master Plan as it pertains to the bridge landing area.

Proposed Gulf Breeze Projects for Stormwater Mitigation

- Mr. Peters noted that FDOT has reviewed the stormwater mitigation projects proposed by Gulf Breeze.
- Because this project is a design-build (DB) project, the contractor will be responsible for the stormwater design and securing the required permits from the Florida Department of Environmental Protection (FDEP).
- As part of the design-build process, the FDOT would identify in the DB criteria package the specific projects that the City is proposing, and the contractor would have the option to complete the project as part of the permitted stormwater mitigation effort for the replacement of the Pensacola Bay Bridge.
- Mr. Peters stated that FDOT Staff is coordinating with FDEP and the proposed Gulf Breeze projects are being included in the discussion of possible stormwater mitigation measures.
- Ms. Martin stated that Staff is planning to meet (essentially, a pre-application type of meeting) with FDEP to secure a level of assurance that the potential mitigation

projects will meet the FDEP expectations and provide adequate treatment in meeting the permitting requirements for the project.

- Mr. Peters stated that once FDEP approves the potential mitigation projects, Gulf Breeze can proceed with the design and permitting of their projects. When the permits are in hand, the FDOT will be able to identify the mitigation projects in the design-build criteria package for the project, and require the contractor to include them as part of his stormwater permitting measures.
- Mr. Peters stated that other compensatory treatment sites will also be considered by the design-build teams. The Pensacola Regional Airport stormwater facility is one such location.
- Mr. DeVries added that no right-of-way acquisition can be proposed for mitigation projects. Mr. Eddy stated that the Gulf Breeze projects are within the city's existing right-of-way.
- Ms. Martin stated that once the pre-application meeting is held with FDEP, the City will be provided with the pre-application letter or meeting minutes.
- Mr. Eddy offered that the City's engineers are available to attend the meeting with the FDEP. Mayor Zimmern added that she would like to know what the City could do to help ensure that the projects meet FDEP criteria. Ms. Martin stated that FDOT would contact the City once FDEP has provided comments on all of the proposed mitigation efforts.
- Mr. Eddy asked if the City should identify additional mitigation projects. Ms. Martin stated that FDOT will examine the credits these projects are given by FDEP before soliciting additional projects.
- Mr. Eddy asked when the permits would need to be secured. Mr. Peters stated that the permits would need to be secured just prior to the issuance of the Final RFP to the design-build teams. Based upon the current schedule of events, Ms. Martin stated that the City would have roughly one year to complete design and permitting.

Gulf Breeze Master Plan and Discussion of Alternatives

- Mr. Peters indicated that he reviewed the Master Plan and observed that in his experience, a municipality's Master Plan may include an access management plan, landscaping plan, or specific median or driveway locations, all of which are elements that the FDOT would consider incorporating. Mr. Peters stated that these components were not readily apparent in the Gulf Breeze Master Plan. In lieu of these types of specific elements, Mr. Peters asked what elements of the Master Plan the City desires FDOT to implement as part of the bridge replacement project.
- Mr. Eddy stated that the highest priority item for the City in regards to the Bay Bridge project is the landing location and that the Miller Sellen Master Plan identifies that location. Mr. Eddy stated that the City's consultant was charged with minimizing the impacts to the City's economic, social, and cultural resources. The consultant, VHB Miller-Sellen, examined the Bay Bridge Landing and recommended a footprint that would be most beneficial to the City based on public input received from the Master Planning process. (NOTE: The Master Plan depicts the proposed Bay Bridge Central East alternative).
- Mr. Peters stated that all properties that fall under the protection of FHWA Section 4(f) regulations must be considered with any alternatives developed. The mandate is to avoid impacts to all Section 4(f) lands, if feasible. However, constructing the new bridge and approaches within the existing FDOT right-of-way while maintaining traffic is not feasible. Mr. Peters stated that the analysis conducted for the PD&E Study shows that the Central West alignment minimizes Section 4(f) impacts to the greatest degree, especially since it avoids two of the three major Section 4(f) resources. Unfortunately, the Central East alternative does not avoid nor minimize the Section 4(f) impacts to the greatest extent.
- Mr. Kristoff asked if the recommendations in the Master Plan regarding an alignment shift and median width reduction pertained to the Central East alignment. Mr. Ostrodka stated that the Central East Alternative is the preferred alignment in the Master Plan, and the desired median reduction and alignment shift also pertain to the Central East alternative. Mr. Ostrodka acknowledged that park impacts to the east side of the landing would be necessary. The City's rationale is that one large park (Wayside Park West), where citizens can launch boats, is preferable than two small parks. Mr. Kristoff noted that the additional alignment shift and reduction in median will likely eliminate the existing pavilions that remain in place with the current Central East alignment.
- Mr. Kristoff explained that reducing the median width is extremely difficult due to the need for adequate space during construction phasing. Construction is planned to span multiple years, and four lanes of through traffic must be maintained on the approach. Due to the number of commercial properties on the west side of the approach, a center turn lane must also be maintained throughout the construction

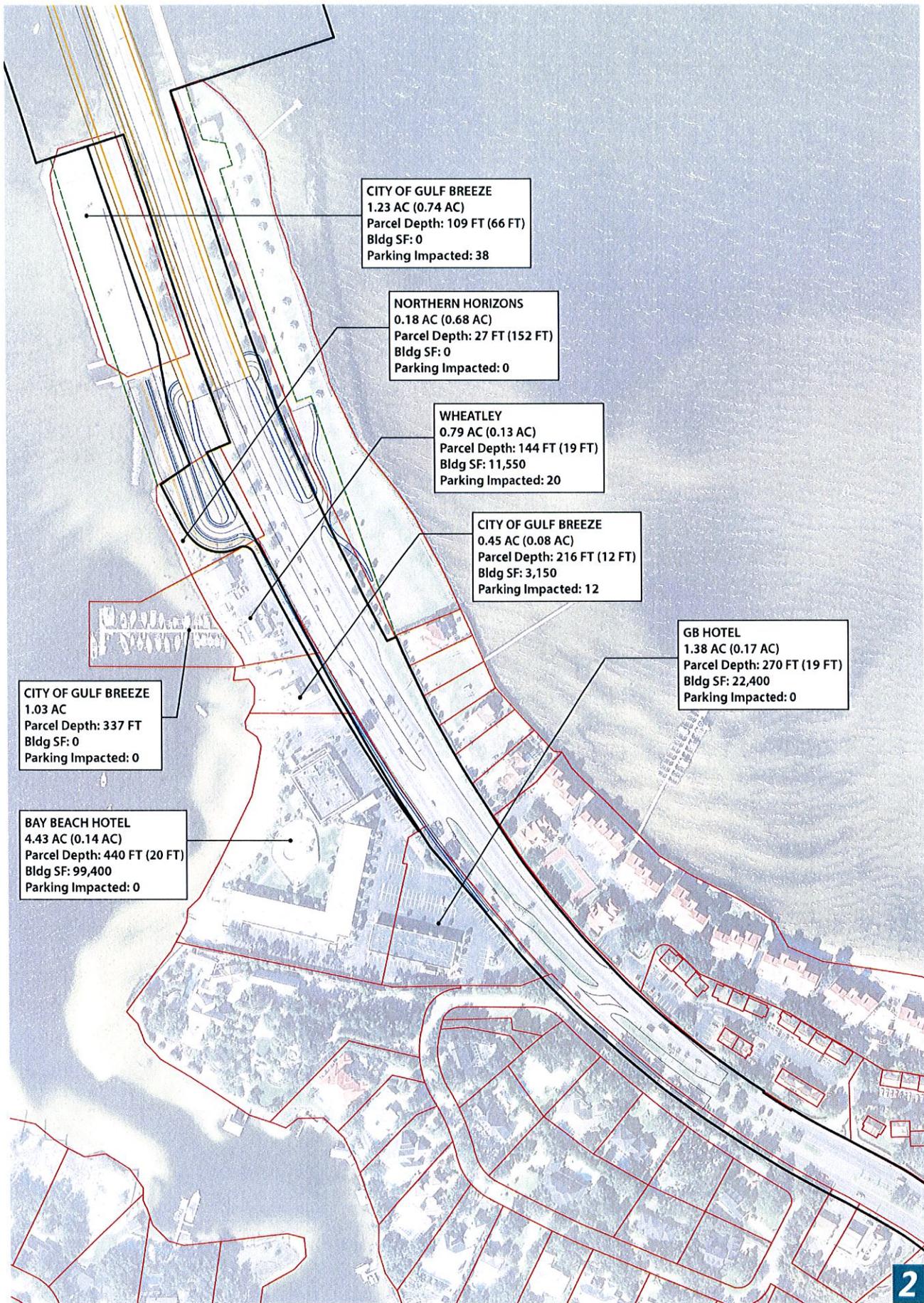
period for safety to the motoring public. In summary, Mr. Kristoff stated that the construction staging concerns may preclude the reduction in median width.

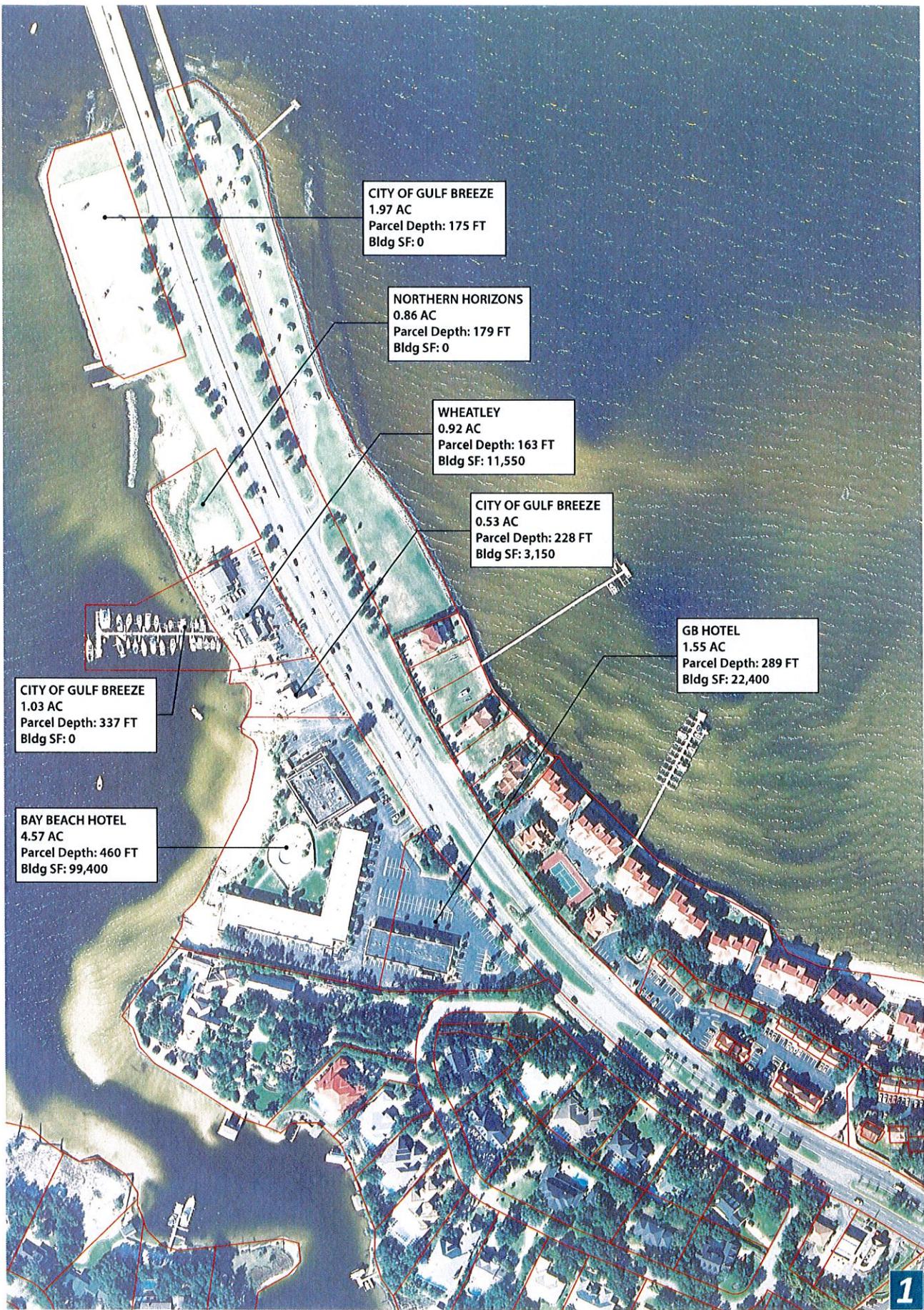
- Mr. Lewis asked if the construction phasing documents were available for review. Mr. Kristoff explained that the Preliminary Engineering Report and Environmental Assessment, both of which will be released to the public prior to the public hearing, include a preliminary construction phasing and constructability analysis with conceptual diagrams and accompanying discussion.
- Mr. Peters stated that the proposed median at the bridge approach matches the existing US 98 median width through the City. He stated that narrowing the median and shifting the roadway approach to the east may cause undesirable roadway geometry.
- Mr. DeVries asked if the bulkhead proposed in the City's Master Plan could be shifted to the west as opposed to narrowing the median and shifting the alignment east. Moving the bulkhead west into the Bay would increase the depth of the commercial lots. Mr. Ostrodka said that the site plan is based on a minimum developable depth based on two eighteen foot parking spaces and a fifteen foot isle. This configuration would accommodate a parking deck. Mr. Ostrodka stated that a cost-benefit analysis would be required to determine the final location of a bulkhead and that the City would like to partner with FDOT to best accommodate both stakeholders.
- Mayor Zimmern asked if the Section 4(f) property on the Pensacola approach, specifically the Pensacola Welcome Center, was being impacted with either alignment. Ms. Martin explained that the Central West Alternative avoids the Section 4(f) properties on the Pensacola Approach. Mr. DeVries noted that the western side of the Pensacola approach is FDOT property. Project GreenShores is a salt water marsh restoration area located just offshore, and the Central West Alternative has a very small impact to the sea grasses and wetlands along the shoreline.
- Mr. Peters affirmed that based on an evaluation of impacts and the detailed analysis that has been completed, the Central West Alternative is the most prudent and feasible and is the currently preferred alternative.
- Ms. Martin stated that the FHWA Environmental Assessment review process involving Section 4(f) property requires an FHWA legal sufficiency review prior to release of the document to the public, and the PD&E study cannot be completed without the selection of the most prudent and feasible alternative.
- Mr. Kristoff inquired about the City's goal in developing the Bay Bridge Landing configuration and had the City contemplated acquisition of the private parcels adjacent to the park in implementing the Master plan. Mr. Eddy stated that City's intent was to minimize the social, economic, political and financial impacts caused

by the construction of the new bridge. He acknowledged the need to evaluate the Central West alternative with respect to the Master Plan

- Ms. Martin shared recent information that has been presented to the Department by the owner of the commercial parcels that are adjacent to the west side (boat launch) of the park, and suggested that the City may want to consider the proposed plans as they move forward with the Master Plan.
- Mr. Peters stated that in an effort to mitigate impacts to the Gulf Breeze Wayside Park, the FDOT is proposing to extend the bridge six spans over the landfall to create under- bridge parking, access to the boat launch facility, and provide connectivity for motorists, pedestrians, and bicyclists.
- Mr. Peters affirmed the future cooperation and the sharing of information between RS&H and VHB Miller-Sellen but cautioned that RS&H could only release information that was cleared for public availability. For example, the Environmental Document and its supporting information cannot be released until FHWA signs the document.
- Mr. Kristoff stated that the Central West Alternative has the fewest impacts and is the most desirable with respect to minimizing Section 4(f) impacts. However, it officially cannot be adopted until after the Public Hearing and FHWA concurs with the final recommendation. Mr. Kristoff noted that currently, the Central West Alternative is favored, but the FHWA has not made an official determination.
- Mayor Zimmern summarized the meeting by reiterating that Ms. Martin will contact the City regarding stormwater mitigation strategies after FDOT presents them to FDEP. Also, RS&H and VHB Miller-Sellen will continue to share information and collaborate on the Central West alignment, which is the currently preferred alignment. Mr. Eddy stated that the City will also work on an access management plan and a landscape plan that FDOT can consider with the implementation of the bridge replacement project. Ms. Martin affirmed the list of action items.

The meeting was concluded at approximately 11:30 PM CDT.





1

EXISTING CONDITIONS
BRIDGE LANDING STUDY
GULF BREEZE • FLORIDA

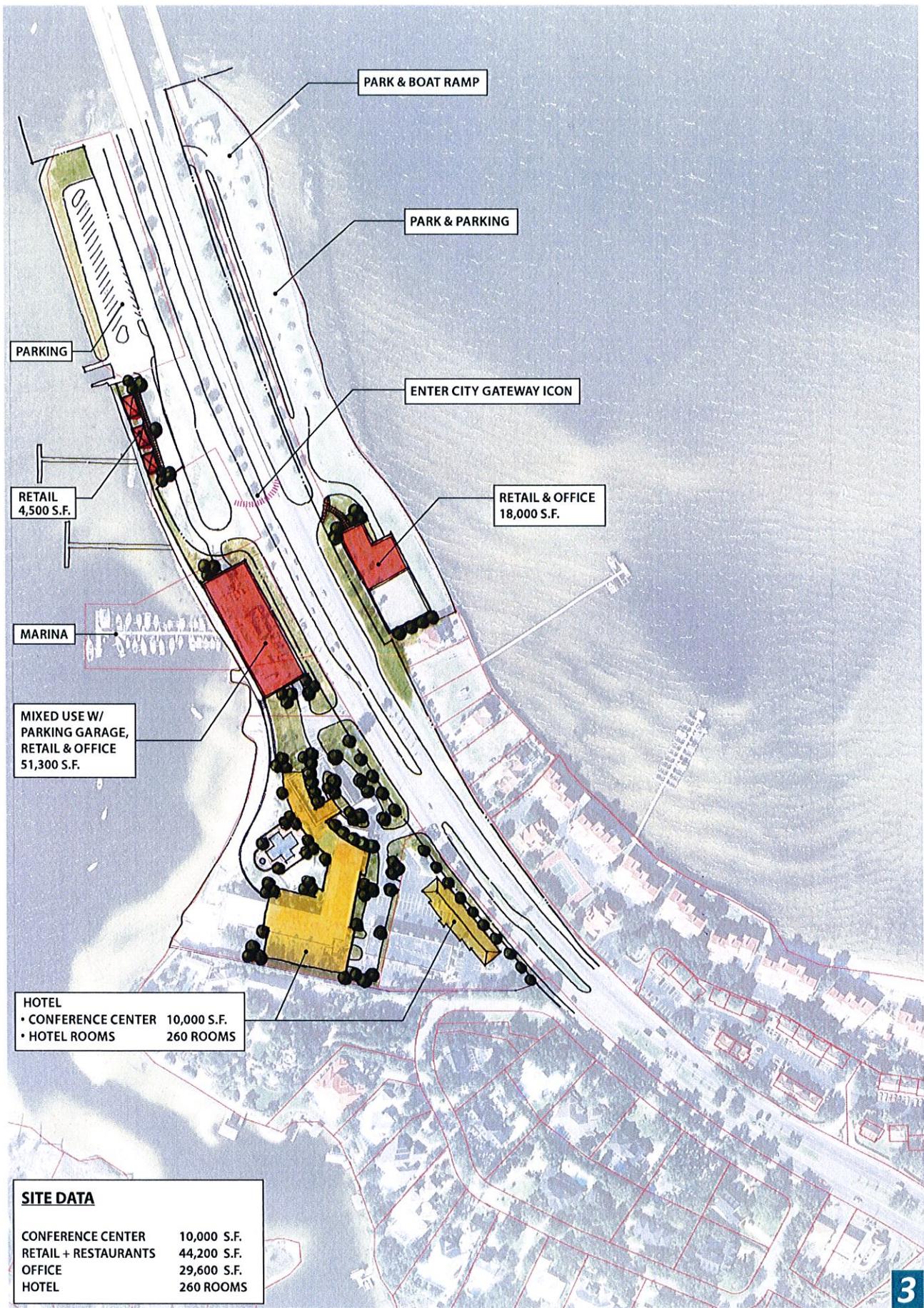
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VHB Vanasse Hangen Brustlin, Inc.



DATE: October 3, 2013
PROJECT NUMBER: 61691.00
225 E. Robinson St, Suite 300 | Orlando, Florida 32801
Tel: 407.839.4006 | Fax: 407.839.4008 | www.VHBMillerSellen.com

FILE PATH: \\floridat\projects\61691.00 Gulf Beach Master Plan\graphics\BOARDS\Bridge Landing Study



CONCEPT PLAN W/ WEST CENTRAL ALIGNMENT
BRIDGE LANDING STUDY
 GULF BREEZE • FLORIDA

NOTE: THE INFORMATION PROVIDED ON THIS DOCUMENT IS TO BE TREATED AS CONCEPTUAL ONLY AND MAY BE SUBJECT TO CHANGE © 2013 VHB



City of Gulf Breeze

DATE: October 25, 2013
TO: Edwin A. Eddy, City Manager
FROM: Vernon L. Prather, Director of Public Services *V.P.*
RE: Purchase of Three (3) F-150 Bi-Fuel Trucks

The 2014 natural gas budget provides funding of \$50,000 for vehicle purchase. SSRUS also has sufficient Capital funds to purchase equipment. Natural Gas would fund one (1) truck while SSRUS would fund the remaining two (2) units.

Staff has reviewed the available vehicles and selected Ford F-150 CNG Bi-Fuel, State Contract #071-000-13-1, as the desired model at a cost of \$36,916.20. We also sought pricing for Chevrolet Bi-fuel and received quote of \$37,484.00 for a 2500 series truck.

This type of vehicle is designed to operate on either natural gas or gasoline and will switch seamlessly between fuels if either runs out.

The CNG upgrade fee is \$13,800 as indicated on the state contract, is eligible for 50% rebate per truck or (\$6,900 each truck). The rebate is provided through House Bill 579, which provides \$6 million annually for the next 5 years, for CNG rebates. The rebate program will be available January 1, 2014 for CNG fleet vehicles purchased after July 1, 2013.

The payback for the remaining CNG upgrade cost is recovered in approximately two years using annual miles of 25,000 miles/15 mpg with a gasoline cost at \$3.50/gal and a CNG cost of \$1.50/gal.

Recommendation: City Council authorize the purchase of three (3) Ford F-150 CNG Bi-Fuel Truck from Hub City Ford via State Contract #071-000-13-1 for \$110,748.60 and authorizing Staff to apply for the 50% state rebate (\$20,700 total) on behalf of the City.

Fleet Department
windrow1@windrowfleetsales.com



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

Date:
10/25/2013
VERNON L. PRATHER
HARROLD G. HATCHER,CPH,CGP
CITY OF GULF BREEZE
850-934-5136
850-924-5114 CELL 850-232-9701
HHATCHER@GULFBREEZEFL.GOV

STATE TERM
CONTRACT # 071-000-13-1

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

071-511-LINE #29				
COMMODITY CODE		MSRP	12%discount	Total
Base Price	2014 FORD F-150 2WD SUPERCAB 145" XL (XIC)			\$17,049.00
68G	3.7L CNG-LPG GASEOUS ENG PREP PKG	\$ 315.00		\$277.20
XB6	3.73 LIMITED SLIP	\$ 400.00		\$352.00
T7E	LT255/75R17E BSW A/T	\$ 300.00		\$264.00
85A	POWER WINDOW & DOOR LOCKS	\$ 1,150.00		\$1,012.00
61X	XL PLUS PKG	\$ 450.00		\$396.00
535	TRAILER TOW PKG	\$ 375.00		\$330.00
63S	BOX SIDE STEPS	\$ 325.00		\$286.00
76C	REAR VIEW CAMERA (NEW)	\$ 450.00		\$396.00
76R	REVERSE SENSING SYSTEM (NEW)	\$ 275.00		\$242.00
63T	TAILGATE STEP	\$ 375.00		\$330.00
67T	TRAILER BRAKE CONTROLLER	\$ 230.00		\$202.40
18E	RUNNING BOARDS	\$ 300.00		\$264.00
96W	SPRAY IN BED LINER	\$ 475.00		\$418.00
66C	SYNC (BLUETOOTH)	\$ 420.00		\$369.60
85H	BACK-UP ALARM (NEW)	\$ 100.00		\$88.00
50S	CRUISE CONTROL	INC		INC
	Base vehicle to include at No Charge			
99M	3.7 V-6 ENG			I/C
446	6-SPEED AUTO			I/C
	Aftermarket Options			
	RAINSHIELDS			\$144.00
	NON CONTRACT OPTION			
	(4) CORNER STROBES (LED)			\$696.00
	BI-FUEL CNG 18 GGE			\$13,800.00
				\$36,916.20

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

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

We Appreciate your interest in the 2012/2013 State of Florida Motor Vehicle Contract

4060 South Ferdon Blvd., Crestview, FL 32536

ALAN JAY FLEET SALES

Call Us first, for all of your Fleet Automotive, & Light Truck needs.

PHONE (800) ALANJAY (252-6529)

DIRECT 863-402-4292

WWW.ALANJAY.COM

Corporate Office	2003 U.S. 27 South	MOBILE 863-991-4693	Mailing	P.O. BOX 9200
	Sebring, FL 33870	FAX 863-402-4221	Address	Sebring, FL 33871-9200

QUICK QUOTE SHEET

FOR VEHICLES SOLD UNDER THE FLORIDA SHERIFF'S ASSOCIATION CONTRACT

PAGE 1 of 1

REQUESTING AGENCY:	CITY OF GULF BREEZE		
ORIGINAL QUOTE DATE:	10/14/2013	REVISED QUOTE DATE:	10/14/2013
CONTACT PERSON:	HARROLD G. HATCHER		
PHONE NUMBER:	850-934-5136	CELL:	850-232-9701
FAX NUMBER:	850-934-5114	e-mail:	HHATCHER@GULFBREEZEFL.GOV

MODEL:	CC20903	FSA BID NUMBER'S 12-20-0905 & 12-10-0905	SPECIFICATION #:	40
	2013 CHEVY SILVERADO 2500 EXT CAB 2WD		PAGE #:	755
			BASE DISTRICT PRICE:	\$18,782.00

OPTION CODE #	DESCRIPTION	OPTION COST
	EXTERIOR COLOR WHITE W/ DARKEST INTERIOR POSSIBLE	STD
C20953	Ext Cab Work Truck model with 1/2 rear swing rear doors 8' Bed	\$2,025.00
6P3	POWER CAMPER MIRRORS	\$239.00
Z82 DB2	Factory Receiver Hitch, 7 pin wire harness, Electric Brake Control, Draw Bar 2 & 5/16"	\$575.00
G80	Ball pin and Clip	\$390.00
5B5	LOCKING REAR DIFFERENTIAL	\$990.00
AU0	POWER WINDOWS AND DOOR LOCKS	\$235.00
20GGE	REMOTE KEYLESS ENTRY	\$12,995.00
BT	GAS ENGINE BI-FUEL CNG CONVERSION 6.0L V8	\$215.00
CS	DEALER INSTALLED BLUE TOOTH	\$679.00
RSF	CAB STEPS	\$145.00
	RAIN SHIELDS FLANGE STYLE	INCL
	CRUISE CONTROL WITH STEERING WHEEL MOUNTED CONTROLS	
	STOCK UNIT#: DZ354893 SUBJECT TO AVAILABILITY AT TIME OF PO	
PULSE	THIRD BRAKE LIGHT SAFETY FLASHER	\$189.00
TEMP	TEMPORARY TAG	\$25.00
	EXTENDED WARRANTY DECLINED	
	TOTAL OF OPTIONS:	\$18,702.00
	TOTAL COST:	\$37,484.00
	QTY 1 =	\$37,484.00
	YES WE TAKE TRADE INS	\$0.00
	TOTAL COST LESS TRADE IN:	\$37,484.00

Comments:

Comments area with yellow background.

Alan Jay Chevrolet Buick GMC Cadillac FEID #65-0211404
 Alan Jay Ford Lincoln Mercury, Inc. FEID # 20-5996360 / Alan Jay Chrysler Dodge Jeep Ram FEID # 26-4540672
 Alan Jay Import Center, Inc. d/b/a Alan Jay Toyota FEID # 59-3533026 / Alan Jay Nissan, Inc. FEID #76-0833978

VEHICLE QUOTED BY: Scott Wilson, Fleet Sales Manager scott.wilson@alanjay.com

"I Want to be Your Fleet Provider"

I appreciate the opportunity to submit this quotation. Please review it carefully. IF there are any errors or changes, please feel free to contact me at any time. I am always happy to be of assistance



ENROLLED

CS/CS/HB 579, Engrossed 1

2013 Legislature

1
 2 An act relating to natural gas motor fuel; amending s.
 3 206.86, F.S.; deleting definitions for the terms
 4 "alternative fuel" and "natural gasoline"; amending s.
 5 206.87, F.S.; conforming a cross-reference; repealing
 6 s. 206.877, F.S., relating to the annual decal fee
 7 program for motor vehicles powered by alternative
 8 fuels; repealing s. 206.89, F.S., relating to the
 9 requirements for alternative fuel retailer licenses;
 10 amending s. 206.91, F.S.; making grammatical and
 11 technical changes; providing a directive to the
 12 Division of Law Revision and Information; creating s.
 13 206.9951, F.S.; providing definitions; creating s.
 14 206.9952, F.S.; establishing requirements for natural
 15 gas fuel retailer licenses; providing penalties for
 16 certain licensure violations; creating s. 206.9955,
 17 F.S.; providing calculations for a motor fuel
 18 equivalent gallon; providing for the levy of the
 19 natural gas fuel tax; authorizing the Department of
 20 Revenue to adopt rules; creating s. 206.996, F.S.;
 21 establishing requirements for monthly reports of
 22 natural gas fuel retailers; providing that reports are
 23 made under the penalties of perjury; allowing natural
 24 gas fuel retailers to seek a deduction of the tax
 25 levied under specified conditions; creating s.
 26 206.9965, F.S.; providing exemptions and refunds from
 27 the natural gas fuel tax; transferring, renumbering,
 28 and amending s. 206.879, F.S.; revising provisions



ENROLLED

CS/CS/HB 579, Engrossed 1

2013 Legislature

701 of the Senate, the Speaker of the House of Representatives, and
 702 the Office of Program Policy Analysis and Government
 703 Accountability. The assessment shall include, at a minimum, the
 704 following information:

705 (a) The name of each applicant awarded a rebate under this
 706 section;

707 (b) The amount of the rebates awarded to each applicant;

708 (c) The type and description of each eligible vehicle for
 709 which each applicant applied for a rebate; and

710 (d) The aggregate amount of funding awarded for all
 711 applicants claiming rebates under this section.

712 (8) REPORT.—By January 31, 2016, the Office of Program
 713 Policy Analysis and Government Accountability shall release a
 714 report reviewing the rebate program to the Governor, the
 715 President of the Senate, and the Speaker of the House of
 716 Representatives. The review shall include an analysis of the
 717 economic benefits resulting to the state from the program.

718 (9) EFFECTIVE DATE.—This section shall take effect July 1,
 719 2013.

720 Section 18. Beginning in the 2013-2014 fiscal year and
 721 each year thereafter through the 2017-2018 fiscal year, the sum
 722 of \$6 million in recurring funds is appropriated in each fiscal
 723 year from the General Revenue Fund to the Department of
 724 Agriculture and Consumer Services for the purpose of funding the
 725 natural gas fuel fleet vehicle rebate program created by this
 726 act.

727 Section 19. Except as otherwise expressly provided in this
 728 act and except for this section, which shall take effect July 1,



City of Gulf Breeze

Memorandum

To: Mayor and City Council

From:  Edwin A. Eddy, City Manager

Date: 10/22/2013

Subject: **1. Payment of Dues – West Florida Regional Planning Council - TPO**
2. Payment of Dues – Bay Area Resource Council

Attached are two letters requesting payment for staff support of agencies in which the City participates. First is payment of \$190.00 to the West Florida Regional for its support of our regional transportation planning organization. Second is payment to the Bay Area Resource Council for annual membership. The amount is \$1,500 for BARC.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENTS OF \$190.00 TO THE NWFRPC FOR STAFF SUPPORT OF THE TPO AND \$1,500.00 TO THE BARC FOR ANNUAL MEMBERSHIP.



David Cadle, Chairman
Thomas Abbott, Vice-Chair

Terry A. Joseph, Executive Director

TO: Member Counties and Cities – West Florida Regional Planning Council
Member Counties and Cities – Transportation Planning Organizations

FROM: Terry Joseph, Executive Director

DATE: May 30, 2013

RE: Annual Budget & Work Program – 2013/2014

The West Florida Regional Planning is pleased to submit the combined annual budget request for the following organizations:

West Florida Regional Planning Council
Florida-Alabama Transportation Planning Organization
Okaloosa Walton Transportation Planning Organization
Bay County Transportation Planning Organization

The West Florida Regional Planning Council and the Transportation Planning Organizations have approved the work programs and budgets detailed in the *West Florida Regional Planning Council Adopted Budget and Work Program* October 1, 2013 – September 30, 2014.

The total amount requested for FY2013-2014 is shown below. Please pay this amount **after October 1, 2013**. An invoice will be provided after that date.

Thank you for allowing the Council to serve your local government.

The total amount requested from City of Gulf Breeze is: \$190.00 TPO

Total Due: \$190.00



4081 E Olive Road, Suite A
Pensacola, FL 32514

Robert Cole, Chair
Brian Watkins, Vice-Chair

Bay Area Resource Council (BARC)
Budget
October 2013 – September 2014



Staff Services	\$ 16,000
TOTAL	\$ 16,000

Source of funds:

Escambia County	\$ 5,000
Santa Rosa County	\$ 5,000
City of Pensacola	\$ 3,000
City of Milton	\$ 1,500
City of Gulf Breeze	\$ 1,500

Draft 5-15-13



STAFF TO THE BARC: West Florida Regional Planning Council
P.O. Box 11399 • Pensacola, FL 32524-1399 • P: 850.332.7976 • 1.800.226.8914 • F: 850.637.1923
4081 E. Olive Road Suite A Pensacola, FL 32514
www.wfrpc.org



TO: Bay Area Resource Council Members
FROM: Terry Joseph, Executive Director
DATE: June 4, 2013
RE: Bay Area Resource Council Budget FY2013-2014

The Bay Area Resource Council is pleased to submit the annual budget request for the following:

Escambia County
Santa Rosa County
City of Pensacola
City of Milton
City of Gulf Breeze

The Bay Area Resource Council has approved the October 2013- September 2014 budget.

The total amount requested for FY2013-2014 is shown below. Please pay this amount **after** October 1, 2013. An invoice will be provided after that date.

Thank you for allowing the Bay Area Resource Council to serve your local government.

The total amount requested from the City of Gulf Breeze is: \$1,500.00

Total Due: \$1,500.00



City of Gulf Breeze

TO: Edwin A. Eddy, City Manager
FROM: David J. Szymanski, Assistant City Manager
DATE: October 23, 2013
SUBJECT: Second Inmate Work Crew and Contract #WS815, Extension 1

On December 17, 2012, the City Council conceptually approved the establishment of an additional inmate work crew from the State of Florida Department of Corrections for the Tiger Point Golf Course. In February 2013, the City entered into a contract with the Florida Department of Corrections for that additional crew.

With the addition of the Golf Course, 350 acres, it increases the required labor effort to warrant the additional inmate work crew. The new crew is tasked with daily maintenance activities such as: fence cleaning & repair, mowing, lake shore trimming, tree planting & trimming, etc. The saving to the City has been around \$350,000 in reduced labor costs.

Staff has received correspondence from the Florida Department of Corrections concerning a contract extension. This contract will amend the current contract, #WS815 when it expires on February 28, 2014. The terms and conditions and cost are the same as last year's contract. The cost of \$58,004 is included in the FY2014 budget. Last year's contract amount was \$64,765, which include one-time charges for a radio and training.

RECOMMENDATION: That the City Council approve entering into this contract extension for the second inmate work crew with the Florida Department of Corrections for the next year at \$57,497.00 and authorize the Mayor to sign the contract.

CONTRACT AMENDMENT BETWEEN
THE DEPARTMENT OF CORRECTIONS
AND
CITY OF GULF BREEZE

This is an Amendment to the Contract between the Florida Department of Corrections (“Department”) and City of Gulf Breeze (“Agency”) to provide for the use of inmate labor in work programs.

This Amendment:

- renews the Contract for one (1) year pursuant to **Section I., B., Contract Renewal**;
- revises the end date of the Contract referenced in **Section I., A., Contract Term**; and
- replaces Addendum A with Revised Addendum A, effective March 1, 2014.

Original contract period: March 1, 2013 through February 28, 2014

In accordance with **Section V., CONTRACT MODIFICATIONS**, the following changes are hereby made:

1. **Section I., A., Contract Term**, is hereby revised to read:

A. This Contract began March 1, 2013 and shall end at midnight on February 28, 2015.

This Contract is in its final renewal year.

2. Pursuant to **Section III., Compensation, A., 5**, the rate of compensation is amended to reflect the rates indicated in Revised Addendum A. Addendum A is hereby replaced with Revised Addendum A, effective March 1, 2014.

All other terms and conditions of the original Contract remain in full force and effect.

This Amendment shall begin on March 1, 2014 or the last date of signature by all parties, whichever is later.

BALANCE OF PAGE INTENTIONALLY LEFT BLANK

IN WITNESS THEREOF, the parties hereto have caused this Amendment to be executed by their undersigned officials as duly authorized.

AGENCY: CITY OF GULF BREEZE

SIGNED
BY: _____
NAME: _____
TITLE: _____
DATE: _____
FEID #: _____

DEPARTMENT OF CORRECTIONS

**Approved as to form and legality,
subject to execution.**

SIGNED
BY: _____
NAME: **Michael D. Crews**
TITLE: **Secretary
Department of Corrections**
DATE: _____

SIGNED
BY: _____
NAME: **Jennifer A. Parker**
TITLE: **General Counsel
Department of Corrections**
DATE: _____

Revised Addendum A
Inmate Work Squad Detail of City of Gulf Breeze
Interagency Contract Number WS815, AMD#1 Effective March 1, 2014
*****ENTER MULTIPLIERS IN SHADED BOXES ONLY IF TO BE INVOICED TO AGENCY*****

I. CORRECTIONAL WORK SQUAD OFFICER SALARIES AND POSITION RELATED-EXPENSES TO BE REIMBURSED BY THE AGENCY:

	# Officer	Multiplier	Per Officer Annual Cost	Total Annual Cost
Officers Salary		1	\$ 54,194.00	** \$ 54,194.00
Salary Incentive Payment			\$ 1,128.00	\$ 1,128.00
Repair and Maintenance			\$ 121.00	\$ 121.00
State Personnel Assessment			\$ 354.00	\$ 354.00
Training/Criminal Justice Standards			\$ 200.00	\$ 200.00
Uniform Purchase			\$ 400.00	\$ 400.00
Uniform Maintenance			\$ 350.00	\$ 350.00
Training/Criminal Justice Standards *			\$ 2,225.00	
TOTAL - To Be Billed By Contract To Agency			<u>\$ 58,972.00</u>	<u>\$ 56,747.00</u>

*Cost limited to first year of contract as this is not a recurring personnel/position cost.
 ** Annual cost does not include overtime pay.
 IA. The Overtime Hourly Rate of Compensation for this Contract is \$31.85, if applicable. (The Overtime Hourly Rate of Compensation shall include the average hourly rate of pay for a Correctional Officer and the average benefit package provided by the department, represented as time and one half for purposes of this Contract.)

II. ADMINISTRATIVE COSTS TO BE REIMBURSED BY THE AGENCY:

Costs include but may not be limited to the following:
 Rain coats, staff high visibility safety vest, inmate high visibility safety vest, fire extinguisher, first aid kit, personal protection kit, flex cuffs, warning signs, handcuffs, Igloo coolers, portable toilets, insect repellants, masks, vaccinations, and other administrative expenses.

Number Squads	Total Annual Cost
1	\$ 750.00
TOTAL - To Be Billed By Contract To Agency	<u>\$ 750.00</u>

III. ADDITIONAL AGENCY EXPENSES:

Tools, equipment, materials and supplies not listed in Section II above are to be provided by the Agency.

CELLULAR PHONE WITH SERVICE REQUIRED: YES NO
 ENCLOSED TRAILER REQUIRED: YES NO

Revised Addendum A
Inmate Work Squad Detail of City of Gulf Breeze
Interagency Contract Number WS815, AMD#1 Effective March 1, 2014

IV. OPERATING CAPITAL TO BE ADVANCED BY AGENCY:	Per Unit Cost	Number of Units	Total Cost	Bill To Agency	Provided By Agency	Already Exists
Hand Held Radio	MACOM \$4969.00	<input type="checkbox"/>	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vehicle Mounted Radio	MACOM \$5400.00	<input checked="" type="checkbox"/>	\$ -	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>
TOTAL Operating Capital To Be Advanced By Agency		1	\$ -			

V. TOTAL COSTS TO BE ADVANCED BY AGENCY:

1. Operating Capital - from Section IV.
2. Grand Total - To Be Advanced By Agency At Contract Signing:

Total Cost	\$0.00
Grand Total	\$0.00

VI. TOTAL COSTS TO BE BILLED TO AGENCY BY CONTRACT:

1. Correctional Officer Salaries and Position-Related Expenses - from Section I.
2. Other Related Expenses and Security Supplies - from Section II.
3. Grand Total - To Be Billed To Agency By Contract:

Total Cost	\$56,747.00
Other Related Expenses and Security Supplies	\$750.00
Grand Total	\$57,497.00

VII. TOTAL OF ALL COSTS ASSOCIATED WITH CONTRACT:
 (Total of Sections V. and VI.)

Total Cost	\$57,497.00
-------------------	-------------

VIII. OVERTIME COSTS:

If the contracting Agency requests overtime for the work squad which is approved by the Department, the contracting Agency agrees to pay such costs and will be billed separately by the Department for the cost of overtime.

Addendum A - INSTRUCTIONS
Inmate Work Squad Detail of City of Gulf Breeze
Interagency Contract Number WS815, AMD#1 Effective March 1, 2014

Section I. Costs in this section are determined each fiscal year by the Budget and Management Evaluation Bureau and are fixed. By entering the number of Officers required for this contract, the spreadsheet will automatically calculate the "Total Annual Cost" column. If this Work Squad is beyond the first year of existence, enter a zero (0) in the "Total Annual Cost" column for "Training/Criminal Justice Standards" **after** you have entered the "# Officers Multiplier".

Section II. Safety and environmental health procedures require safety measures such as the use of safety signs, vests, and clothing. The Department's procedure for Outside Work Squads requires that all Work Squad Officers be responsible for ensuring their squad is equipped with a first aid kit and a personal protection equipment (PPE) kit. Section II identifies such required equipment. A new squad must be sufficiently equipped and an on-going squad must be re-supplied when needed. Type in the number of squads used for this contract and the spreadsheet will automatically calculate the fixed annual expense of \$750.00 per squad and place the total in Section VI.

Section III. Check "Yes" or "No" to indicate whether a Cellular Phone with Service and/or an Enclosed Trailer is required by the Contract Manager.

Section IV. The Department's procedure for Outside Work Squads requires that they have at least one (1) primary means of direct communication with the Institution's Control Room. Communication via radio and/or cellular phone is appropriate. It is preferred that a backup, secondary means of communication also be available. It is the Agency's responsibility to provide them. If the Department purchases a radio(s), the Agency must fund the purchase at the time the Contract is signed. Check the box for the type of radio and fill in the Per Unit Cost for the type of radio, Number of Units, and Total Cost columns. Leave the Total Cost column blank if a radio(s) is not being purchased at this time. Check applicable boxes ("Bill to Agency", "Provided by Agency" and "Already Exists") for each radio.
NOTE: All radio communication equipment owned or purchased by the Agency that is programmed to the Department's radio frequency and used by the work squad(s), whether purchased by the Department or the Agency, shall be IMMEDIATELY deprogrammed by the Department at no cost to the Agency upon the end or termination of this Contract.

Section V. The total funds the Agency must provide at the time the contract is signed will be displayed here when the form is properly filled out.

Section VI. The total funds the Agency will owe contractually, and pay in equal quarterly payments, will be displayed here.

Section VII. The total funds associated with the Contract, to be paid by the Agency as indicated in Sections V. and VI., will be displayed here.

Section VIII. Any agreement in this area will be billed separately as charges are incurred.



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : October 25, 2013

Subject: **Water and Sewer Rate Increases**

During budget workshops, the City Council discussed the possibility of increasing water and sewer rates slightly over the next few years in order to solidify the financial position of the water and sewer fund as opposed to regularly utilizing reserve cash to fund capital projects.

The first step in this process is to schedule and advertise Public Hearing on this matter. We are required to notify all customers through the water billing process relative to a Public Hearing on increasing rates. We propose to accomplish this notice process through the normal cycle billing process beginning with November 4 bills. We can then schedule the Public Hearing on December 16, 2013.

RECOMMENDATION:

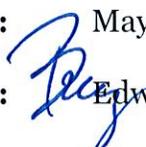
THAT THE CITY COUNCIL DIRECT STAFF TO NOTIFY CUSTOMERS OF A PUBLIC HEARING ON UTILITY RATES INCREASE ON DECEMBER 16, 2013 THROUGH THE REGULAR CYCLE BILLING PROCESS.



City of Gulf Breeze

MEMORANDUM

To : Mayor and City Council

From :  Edwin A. Eddy, City Manager

Date : October 24, 2013

Subject: **Resolution in Opposition to Uniform Chart of Accounts Mandate**

Attached please find a summary prepared by the Florida Government Finance Officers Association (FGFOA) urging cities to oppose legislation which mandates that local governments develop duplicate accounting systems. The reasons for opposition to this legislation are provided in the FGFOA summary. We currently prepare one set of reports and accounts to satisfy auditing standards established by the Government Accounting Standards Board (GASB). To maintain records in a different way to satisfy the legislature or the perceived need for “transparency” elsewhere would be duplicative, unnecessary, and costly.

We have prepared a Resolution for your consideration to help communicate our problems with the legislation.

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT THE ATTACHED RESOLUTION ON MONDAY, NOVEMBER 4 WHICH STATES THE CITY’S OPPOSITION TO A MANDATE BY THE FLORIDA LEGISLATURE REQUIRING CITIES TO DEVELOP AND MAINTAIN A DUPLICATIVE, UNNECESSARY, SEPARATE CHART OF ACCOUNTS.

EXECUTIVE SUMMARY

As government finance professionals and elected officials responsible for managing government funds, the Florida Government Finance Officers Association (FGFOA) believes transparency and accountability of the use of public funds to citizens and other stakeholders is paramount to good government.

In 2011, legislation was passed requiring the chief financial officer to develop a uniform chart of accounts to be used by all governmental entities for the purpose of reporting assets, liabilities, equities, revenues and expenditures.

The FGFOA has several serious concerns regarding the proposed Uniform Charts of Accounts (UCOA) and reporting requirements. This white paper delineates FGFOA concerns in an effort to assist Florida Chief Financial Officer Jeff Atwater and the members of the Florida Legislature as they move forward with their continued work on providing accountability and transparency of public funds.

In summary, the proposed UCOA and reporting requirements is problematic, as follows:

- **Clarification of reporting responsibility** – it is unclear whether the county constitutional officers or the chief financial officer of the county should report financial information to the State of Florida. In addition to the extra “layer” in the reporting hierarchy at the county, the proposed UCOA monthly reporting requirement will also place an undue burden on chief financial officers.
- **Double reporting of expenditures for counties** – if constitutional officers report and the county reports, the expenditures would be reported twice. These reports will not be reconciled on a monthly basis due to cost and time constraints.
- **Conflicts with current required monthly reporting requirements** – schools districts, county clerks, and other local governments may prepare monthly reports. For such entities, the proposed UCOA monthly reporting will result in duplicate reporting and additional costs.
- **Quality of data provided to the public will be jeopardized without time for verification** – the basis of accounting used to prepare monthly ad-hoc reporting may differ from the year end audited financial statements. The information may not be validated, resulting in compromised data that does not provide meaningful comparisons between organizations.
- **High costs of implementation** – the level of detail required to comply with the proposed UCOA is far greater than that required in the current financial reports. Significant resources will be necessary to comply with modifying the current accounting systems, creating a crosswalk from the current systems to the proposed UCOA, and ongoing reporting. This is an unfunded mandate on local governments.

Implementation of the proposed UCOA and reporting requirements would be costly to governments, and ultimately the taxpayers, and will result in the delivery of inaccurate and confusing information.

The FGFOA recommends an alternative strategy that could accomplish the Legislature’s goal to ensure transparency and accountability while limiting the burden to governmental entities and preserving the autonomy of those entities. Legislation should be enacted that prescribes minimum desired transparency reporting by local governments, leaves it to local governments to include such information on their websites, and does not impose significant financial burdens on local governments.

RESOLUTION NO.: 26-13

A RESOLUTION OF THE CITY OF GULF BREEZE, FLORIDA URGING MEMBERS OF THE FLORIDA LEGISLATURE TO OPPOSE LEGISLATION THAT WOULD MANDATE THE USE OF A UNIFORM CHART OF ACCOUNTS FOR ALL GOVERNMENTAL ENTITIES TO REPORT FINANCIAL INFORMATION.

WHEREAS, in 2011 the Florida Legislature passed and the Governor signed Senate Bill 1292 requiring the chief financial officer to recommend uniform chart of accounts for reporting financial information for all state agencies, local governments, educational entities, and entities of higher education; and

WHEREAS, each entity of the state and local government is different, serves a different purpose and uses a different basis of accounting; and

WHEREAS, the purpose of the Chart of Accounts Project is to develop a uniform chart of accounts to be used by all governmental entities for reporting assets, liabilities, equities, revenues and expenditures; and

WHEREAS, the draft uniform chart of accounts will impact over 2,350 governmental entities; and

WHEREAS, each of the impacted entities are currently accountable to the electorate, citizens and users of their services; and

WHEREAS, Florida governments are required to meet many reporting requirements, both at the state and federal level, including reporting to the Florida Department of Financial Services, Florida Equal Employment Opportunity, Florida Unemployment Compensation, Florida Retirement System, Federal Affordable Care Act, and payroll taxes and W-2 information to the Internal Revenue Service; and

WHEREAS, the monthly reporting may be prepared on a basis of accounting that may differ from the basis of accounting used to prepare the year-end audited financial statements and that the monthly information will not be validated; and

WHEREAS, the new level of detail required at the object level for monthly reporting is far greater than the level of detail reported either in the audited financial statements or in the Annual Financial Report required pursuant to the provisions of Section 218.32(1)(a), Florida Statutes; and

WHEREAS, there will be no attempt to validate any of the data before it is posted for public viewing and this results in a high risk that the data will be inaccurate, invalid, or incomplete; and

WHEREAS, the establishment of a uniform chart of accounts without requiring uniformity in other areas such as in the basis of accounting and in the accounting treatment of various transactions in itself will not provide users with any meaningful comparisons between organizations; and

WHEREAS, regardless of the approach taken to implement the provisions of Section 215.89, Florida Statutes, significant resources will be required to achieve the goals of the chief financial officer; and

WHEREAS, the cost of implementing the Uniform Chart of Accounts far exceeds any benefit that taxpayers may accrue; and

WHEREAS, we believe that transparency and accountability of the use of public funds to citizens and other stakeholders is paramount but that it must be done while simultaneously limiting the burden to the entities and preserving the autonomy of each entity of government.

WHEREAS, we believe that legislation be enacted that prescribes minimum desired transparency reporting by local governments, leaving it to the local governments to include such information on their web sites, and that such legislation should not impose significant financial burdens on local governments.

NOW, THEREFORE, BE IT RESOLVED by the City of Gulf Breeze, Florida, in regular session, as follows:

Section 1. That the City Council of the City of Gulf Breeze, Florida is urging members of the Florida Legislature to oppose legislation that would mandate the use of a uniform chart of accounts for all governmental entities to report financial information.

Section 2. That a copy of this resolution be sent to Representatives Hill and Ingram and State Senator Evers.

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

BEVERLY H. ZIMMERN

ATTEST:

City Clerk

October 23, 2013

Via 1st Class U.S. Mail

Jim Taylor
Taylor Reporting Services, Inc.
21 E. Garden St., Ste. 200
Pensacola, FL 32502

RE: John Lance Reese, Peter Peters and Mitzi Peters v. City of Gulf Breeze
Case No. 2013 CA 000838
Our File No. G1001-181

Dear Jim:

As we discussed today, on Wednesday, October 30, 2013, the Gulf Breeze City Council will be holding another private, attorney-client session in connection with the above case. Pursuant to Florida Statutes Section 286.011(8), all such private attorney-client sessions must be reported by certified court reporter. I appreciate your willingness to report the attorney-client session.

The City Council meeting will begin at 6:30 p.m. The private attorney-client session will be the last item on the agenda. The following statutory requirements must be met with respect to your reporting of the private attorney-client session:

- (1) You will need to record the times of the commencement and termination of the session;
- (2) All discussions and proceedings taking place during the session must be fully reported;
- (3) The names of each person speaking must also be reflected;
- (4) No portion of the session can be "off the record"; and
- (5) The session must be fully transcribed and filed with the Gulf Breeze City Clerk within a "reasonable" time after the meeting.

Only the members of the City Council, the City Manager, and I are allowed to be present during the private attorney-client session. For your convenience, the names of those who will be attending the session are Beverly Zimmern, Mayor; Jerome B. Schluter, Mayor Pro Tem; Cherry

Jim Taylor
Taylor Reporting Services, Inc.
October 23, 2013
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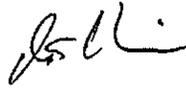
Fitch, Council Member; Joseph Henderson, Council Member; David G. Landfair, Council Member; Edwin A. Eddy, City Manager, and Matt E. Dannheisser, City Attorney.

The actual attorney-client session must be commenced by the Mayor while the Council meeting is in open session. Also, upon conclusion of the private attorney-client session, the Mayor must also announce its conclusion at the open portion of the meeting. Accordingly, I would ask that your reporting of the session commence with the Mayor's pronouncements during the open meetings of the commencement and conclusion of the session (as well as the times of each pronouncement).

Finally, I do not recall receiving the transcript of the private attorney-client session that was held on August 19, 2013. The Sunshine Law requires that a transcript be filed with the City Clerk within "a reasonable time" following the meeting. If you have not already done so, please proceed to transcribe the meeting and send me the transcript for filing with the City Clerk.

Please give me a call if you have any questions. I look forward to seeing you on October 30th.

Sincerely,



Matt E. Dannheisser
For the firm

MED/lg

cc: Edwin A. Eddy, City Manager
Leslie Guyer, City Clerk
Stephanie D. Lucas, City Clerk