GULF BREEZE CITY COUNCIL
REGULAR MEETING AGENDA

NOVEMBER 4, 2013
MONDAY, 6:30 P.M.
COUNCIL CHAMBERS

1. Roll Call

2. Invocation and Pledge of Allegiance

3. Approval of Minutes of October 21, 2013 Regular Meeting

4. Resolution No. 26-13: RESOLUTION 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.

   Resolution No. 27-13: RESOLUTION APPROVING A PLAN OF FINANCE FOR SILVER CREEK, ISSUANCE OF UP TO $37,500,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED.

   Resolution No. 28-13: RESOLUTION APPROVING A PLAN OF FINANCE FOR ALLSPORTS (WINDERMERE), ISSUANCE OF UP TO $35,000,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED.

   Resolution No. 29-13: RESOLUTION APPROVING A PLAN OF FINANCE FOR TOWNE CLUB, ISSUANCE OF UP TO $32,000,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED.

   Resolution No. 30-13: RESOLUTION APPROVING A PLAN OF FINANCE FOR SARASOTA EAST, ISSUANCE OF UP TO $24,000,000 IN CAPITAL TRUST BONDS, AND AMENDMENT OF INTERLOCAL AGREEMENT AS REQUIRED.

   Resolution No. 31-13 RESOLUTION AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE FINANCING DOCUMENTS AS IT RELATES TO WATER AND GAS METERS ON BEHALF OF THE CITY.

5. **CONSENT AGENDA ITEMS:***

A. Discussion and Action Regarding Special Event Application for Methodist Church 5K Run on February 15, 2014.

B. 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

C. Discussion and Action Regarding South Santa Rosa Utility Board Recommendations:

1. Award of Bid for Reconstruction of the Chlorine Contact Basin to Phoenix Coatings for the amount of $181,169.
2. Purchase of Fuel Management System from Panhandle Pump Company for $16,098.00.

D. Discussion and Action Regarding Purchase of Three (3) F-150 Bi-Fuel Trucks.

E. Discussion and Action Regarding Payment of West Florida Regional Planning Council and Bay Area Resource Council Dues.

F. Discussion and Action Regarding Second Inmate Work Crew and Contract #WS815 Extension 1.

G. Discussion and Action Regarding Water and Sewer Rate Increases Public Hearing.

H. Discussion and Action Regarding Repairs for Stormwater System and Road located at 140 Highpoint Drive by Radford and Nix in the amount of $7,435.00.

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

ACTION AGENDA ITEMS:

A. Discussion and Action Regarding West Central Corridor, Replacement of Bay Bridge.

6. New Business

7. Open Forum

8. Adjournment

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

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

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

The 1,234th regular meeting of the Gulf Breeze City Council, Gulf Breeze, Florida, was held at the Gulf Breeze City Hall on Monday, October 21, 2013, at 6:30 p.m

Upon call of the roll the following Councilmembers were present: Mayor Pro Tem Schluter, Councilwoman Cherry Fitch, Councilman Joseph Henderson, Councilman Landfair, and Mayor Beverly Zimmern.

APPROVAL OF MINUTES:

Councilman Landfair moved for approval of the minutes for the regular meeting held on Monday, October 7, 2013. Councilwoman Fitch seconded. The vote for approval was 5 – 0.

Councilman Landfair moved for approval of the minutes for the CRA meeting held on Monday, October 7, 2013. Councilwoman Fitch seconded. The vote for approval was 5 – 0.

RESOLUTON NO. 23-13: RESOLUTION ADOPTING INCREASE OF FEES FOR BOAT RAMP, SUMMER RECREATION CAMP, SHORELINE PARK SOUTH PAVILION, AND COMMUNITY CENTER ROOM RENTALS.

Councilman Henderson moved for approval of the Resolution. Councilwoman Fitch seconded. The vote for approval was 5 – 0. A change will be made to the Resolution to clarify the term "resident."

RESOLUTON NO. 25-13: RESOLUTION ADOPTING A POST-ISSUANCE TAX COMPLIANCE AND MONITORING PROCEDURES FOR TAX-EXEMPT GOVERNMENTAL BONDS.

Councilman Schluter moved for approval of the Resolution. Councilman Henderson seconded. The vote for approval was 5 – 0.

CONSENT AGENDA ITEMS:

RECOMMENDATION:

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

A. **SUBJECT: DISCUSSION AND ACTION REGARDING ARCHITECTURAL REVIEW BOARD AND DEVELOPMENT REVIEW BOARD RECOMMENDATION: PANERA BREAD APPROVAL.**

Reference: Director of Community Services memo dated October 11, 2013

RECOMMENDATION:

NONE, PROVIDED FOR INFORMATIONAL PURPOSES ONLY. AN ADDITIONAL MEMORANDUM WILL BE DISTRIBUTED IN THE OCTOBER 21, 2013, PACKET DETAILING THE FINAL RECOMMENDATIONS AND APPROVALS FROM THE ARB AND DRB.

B. SUBJECT: DISCUSSION AND ACTION REGARDING REPLACEMENT MOWER – TIGER POINT GOLF CLUB

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

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE THE PURCHASE OF A TORO 72" ZERO TURN MOWER, FOR USE AT THE TIGER POINT GOLF CLUB, FROM KINGLINE EQUIPMENT AT THEIR JANUARY, 2013 BID PRICE OF $8,437.80.

C. SUBJECT: DISCUSSION AND ACTION REGARDING REPLACEMENT TELEPHONE SYSTEM, LONG DISTANCE (VOICE OVER INTERNET) AND DATA SYSTEM.

Reference: City Manager memo dated October 10, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE THE MAYOR AND/OR CITY MANAGER TO AUTHORIZE AND EXECUTE NECESSARY APPROVALS TO ENGAGE DMS TO PROVIDE MPLS/VOIP SERVICES FOR THE CITY FACILITIES.

D. SUBJECT: DISCUSSION AND ACTION REGARDING REVISIONS TO THE VOLUNTEER FIRE DEPARTMENT STIPEND POLICY.

Reference: Fire Chief memo dated October 11, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE A $100 STIPEND FOR FIRE DEPARTMENT CLERICAL PERSONNEL VOLUNTEERS.

E. SUBJECT: DISCUSSION AND ACTION REGARDING UPCOMING CITY COUNCIL MEETING SCHEDULE.

Reference: City Manager memo dated October 9, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE CHANGES TO THE UPCOMING MEETING SCHEDULE AS LISTED.

Councilman Schluter moved for approval of Consent Agenda Items A, B, C, D, and E. Councilman Landfair seconded. The vote for approval was 5 – 0.

ACTION AGENDA ITEM:

A. SUBJECT: DISCUSSION AND ACTION REGARDING PAVED SHOULDER – CHESAPEAKE DRIVE.

Reference: City Manager memo dated October 10, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO ADD THE INSTALLATION OF A 5' WIDE ASPHALT STRIP ALONG THE SOUTH SIDE OF CHESAPEAKE FROM THE 4-WAY STOP AT WILLIAMSBURG TO DEER POINT TO THE SCOPE OF WORK FOR UPCOMING STREET RESURFACING.

Councilwoman Fitch moved for approval of staff recommendation. Councilman Henderson seconded the vote. The vote for approval was 4 – 0 – 1, with Councilman Schluter abstaining due to a conflict of interest because his residence is located on Deer Point Drive.

B. SUBJECT: DISCUSSION AND ACTION REGARDING REQUEST FOR FUNDING – GULF BREEZE HIGH SCHOOL BASEBALL BOOSTERS.

Reference: City Manager memo dated October 9, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO RESPOND TO THE REQUEST BY THE GBHS BASEBALL BOOSTERS THAT NO FUNDING IS AVAILABLE AT THIS TIME.

Councilman Henderson moved for approval of staff recommendation. Councilman Schluter seconded the vote. The vote for approval was 3 – 1 – 1, with Councilwoman Fitch dissenting and Councilman Landfair abstaining due to a conflict of interest because he coaches softball at GBHS. Councilman Schluter requested that the City Council be able to revisit other matters regarding the beautification of school facilities as they are brought before the Council.

C. SUBJECT: DISCUSSION AND ACTION REGARDING PHASE II STORMWATER PROJECTS (REVISED MEMO ATTACHED).

Reference: Assistant Director of Public Services memo dated October 10, 2013

RECOMMENDATION:

CITY COUNCIL APPROVE THE FEE OF $28,000 FOR BIDDING AND CONTRACT ADMINISTRATION, ASSOCIATED WITH THE PHASE II STORMWATER PROJECTS.

Councilman Schluter moved for approval of staff recommendation. Councilwoman Fitch seconded the motion. The vote for approval was 5 – 0.

D. SUBJECT: DISCUSSION AND ACTION REGARDING WATER AND GAS METER REPLACEMENT.

Reference: City Manager memo dated October 11, 2013

RECOMMENDATION:

THAT THE SSRUS BOARD RECOMMEND TO THE CITY COUNCIL FINAL APPROVAL OF THE PROJECT DESCRIBED ABOVE TO REPLACE ALL WATER METERS AND MOST GAS METERS, THE HVAC SYSTEM AT CITY HALL AND PARKING LOT LIGHTING WITH PROJECT FINANCING OF UP TO $4,590,981 TO BE PROVIDED BY SUNTRUST TO BE REPAID OVER 12 YEARS.

Councilman Henderson moved for approval of staff recommendation. Councilwoman Fitch seconded the motion. The vote for approval was 5 – 0.

NEW BUSINESS:

The City Attorney requested to hold a private attorney-client session to discuss a new development in the lawsuit brought against the City by Lance Reese and Pete and Mitzi Peters. The City Attorney requested the private attorney-client session be held at the City's Executive Session scheduled for October 30, 2013.

Councilman Schluter moved to approve the City Attorney's request to hold a private attorney-client session on October 30, 2013. Councilman Henderson seconded the vote. The vote for approval was 5 – 0.

Councilman Henderson suggested that the City Council, Mayor, and staff hold a meeting with state representatives and others to educate them on the procedures of the operation of the red light cameras.

OPEN FORUM:

ADJOURNMENT: Mayor Zimmern adjourned the meeting at 6:46 p.m.

City Clerk

Mayor

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 GOVERMENTAL 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 4TH day of November, 2013.

CITY OF GULF BREEZE

_____
BEVERLY H. ZIMMERN

ATTEST:

_____
City Clerk

RESOLUTION 27-13

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 October 21, 2013 and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on November 4, 2013; and

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

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

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published on October 21, 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 4th day of November, 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]

EXHIBIT B

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 4th day of November, 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 not exceeding 22 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.

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 not exceeding 22 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.

RESOLUTION 28-13

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 $35,000,000 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 a senior living facility 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 $35,000,000 (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 October 21, 2013 and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on November 4, 2013; and

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

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

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published on October 21, 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 $35,000,000 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]

EXHIBIT "B"

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 4th day of November, 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 Orange 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 $35,000,000 (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 a senior living facility 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.

SCHEDULE I

The Senior Living Facility consists of the acquisition, construction, development, furnishing and equipping of a senior living facility 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.

RESOLUTION 29-13

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 $32,000,000 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 $32,000,000 (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 October 21, 2013 and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on November 4, 2013; and

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

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

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published *on October 21, 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 $32,000,000 aggregate principal amount of revenue bonds for the all purposes under Section 147(f) of the Code, for all purposes of the Enabling Agreement, as amended, and for all purposes of the Original Resolution.

SECTION 5. REPEALING CLAUSE.

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

SECTION 6. EFFECTIVE DATE.

This resolution shall take effect immediately upon its adoption this 4th day of November, 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]

EXHIBIT "B"

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 4th day of November, 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 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 $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 an unincorporated area of 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 at1560 Wendell Kent Road, in an unincorporated area of 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.

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 southwest 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.

RESOLUTION 30-13

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 an unincorporated area of Sarasota 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 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 October 21, 2013 and (ii) the Bonds and the Plan of Finance have been submitted to such public hearing held on behalf of the City Council of the City of Gulf Breeze, Florida (the "City Council") on November 4, 2013; and

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

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

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

SECTION 1. PUBLIC HEARING NOTICE AND REPORT APPROVED.

The City Council hereby approves the form of and the manner of publication of the Notice of Public Hearing (the "Notice") published on October 21, 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 4th day of November, 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. 42
OF THE ENABLING AGREEMENT

[Follows]

EXHIBIT "B"

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 4th day of November, 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 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 $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 an unincorporated area of 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 at1560 Wendell Kent Road, in an unincorporated area of 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.

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 at1560 Wendell Kent Road, in an unincorporated area of 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.

City of Gulf Breeze

MEMORANDUM

TO : Edwin A. Eddy, City Manager

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

DATE : November 1, 2013

SUBJECT : Financing of Water and Gas Meter Replacement Project

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The City Council approved the implementation of the water and gas meter replacement project as described in the your memos to the City Council dated October 11, 2013, and October 18, 2013 (attached hereto).

In order to memorialize the financing documents and official actions of the City Council for this project, it is necessary for the City Council to adopt Resolution No. 31-13, attached hereto, authorizing the Mayor to execute and deliver a Master Lease Agreement, Equipment Schedule No. 01, Escrow Agreement, and other related instruments (hereinafter the "Financing Documents").

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 31-13 AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER THE FINANCING DOCUMENTS ON BEHALF OF THE CITY.

OFFICE: (850) 934- 5135 • FAX: (850) 934-5114
POST OFFICE BOX 640 • 1070 SHORELINE DRIVE • GULF BREEZE, FLORIDA 32562-0640
WWW.CITYOFGULFBREEZE.COM

RESOLUTION NO. 31-13

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF GULF BREEZE, FLORIDA, AUTHORIZING THE MAYOR TO EXECUTE AND DELIVER A MASTER LEASE AGREEMENT, EQUIPMENT SCHEDULE NO. 01, AN ESCROW AGREEMENT, AND RELATED INSTRUMENTS WITH REGARDS TO REPLACEMENT OF WATER AND GAS METERS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Gulf Breeze ("Lessee") desires to obtain certain equipment (the "Equipment") described in Equipment Schedule No. 01 to the Master Lease Agreement (collectively, the "Lease"), between **SUNTRUST EQUIPMENT FINANCE & LEASING CORP**. ("Lessor") and Lessee, the form of which has been available for review by the governing body of Lessee prior to this meeting; and

WHEREAS, the Equipment is essential for Lessee to perform its governmental functions; and

WHEREAS, the funds made available under the Lease will be deposited with **SUNTRUST BANK** ("Escrow Agent") pursuant to an Escrow Agreement between Lessor, Lessee and Escrow Agent (the "Escrow Agreement") and will be applied to the acquisition of the Equipment in accordance with said Escrow Agreement; and

WHEREAS, Lessee has satisfied the legal requirements, including those relating to any applicable public bidding requirements, to arrange for the acquisition of the Equipment and the execution and delivery of the Lease and the Escrow Agreement; and

WHEREAS, Lessee proposes to enter into the Lease with **SUNTRUST EQUIPMENT FINANCE & LEASING CORP.** and the Escrow Agreement with Lessor and Escrow Agent substantially in the forms presented to this meeting.

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

Section 1. It is hereby found and determined that the terms of the Lease and the Escrow Agreement (collectively, the "Financing Documents") in substantially the forms presented to this meeting and incorporated in this resolution are in the best interests of Lessee for the acquisition of the Equipment.

Section 2. The Financing Documents and the acquisition and financing of the Equipment under the terms and conditions as described in the Financing Documents are hereby approved. The Mayor of Lessee and any other officer of Lessee who shall have power to execute contracts on behalf of Lessee be, and each of them hereby is, authorized to execute, acknowledge and deliver the Financing Documents with any changes, insertions and omissions therein as may be approved by the officers who execute the Financing Documents, such approval to be conclusively evidenced by such execution and delivery of the Financing Documents. The City Clerk of Lessee and any other

officer of Lessee who shall have power to do so be, and each of them hereby is, authorized to affix the official seal of Lessee to the Financing Documents and attest the same.

Section 3. The proper officers of Lessee be, and each of them hereby is, authorized and directed to execute and deliver any and all papers, instruments, opinions, certificates, affidavits and other documents and to do or cause to be done any and all other acts and things necessary or proper for carrying out this resolution and the Financing Documents.

Section 4. This resolution shall take effect immediately upon adoption by the City Council.

Passed and adopted by the City Council of the City of Gulf Breeze, Santa Rosa County, Florida, on this 4th day of November, 2013.

CITY OF GULF BREEZE, FLORIDA

_____

BEVERLY H. ZIMMERN, MAYOR

(Seal)

ATTEST:

_____

Stephanie D. Lucas, City Clerk

City of Gulf Breeze

Memorandum

To : Mayor and City Council

From : Edwin A. Eddy, City Manager

Date : **10/11/2013**

Subject: **Water and Gas Meter Replacement**

We have discussed with City Council and the South Santa Rosa Utility Board a major project which includes the complete replacement of all the City and SSRUS water meters. We are now ready to proceed.

Water meters are less accurate the older they are. As meters age, the readings are less than the actual amount of water used. It is safe to assume that we are delivering 10% more water than we bill for given the random sampling conducted by our consultant.

The other reasons for replacing all the water meters at once include:

1. Technology has improved such that meter companies can guarantee meter accuracy at least 97% up to 20 years of life.

2. Replacement of all the meters at once allows us to install technology that will allow hourly reading of meters and transmittal of the reading to a computer at City Hall. This upgrade will allow us to make the monthly reading without staff trips. If there is a question about a reading, front office staff will be able to review usage just by accessing the meter information on a computer in the front office. Currently, to check a reading, we have to send a person to the location and then we can only read the amount on the meter at the time the person arrives.

The City Council directed staff to work with Energy Services Group to manage this project. Council also directed staff to work with Donahue and Associates to prepare the contracts and help validate the savings.

ESG solicited proposals for financing this project. SunTrust provided the best proposal. SunTrust has agreed to make available an amount not to exceed $4,590,981 which includes $200,000 in contingency to complete the following projects in nine months.

1. Replacement of all water and some gas meters.

2. Replacement of parking lot lighting with LED lights.

3. Replacement of the aged beyond its useful life air conditioning system at City Hall with gas powered units.

The loan from SunTrust will have an interest rate of 2.8% and a term of 12 years. In addition to savings from using less energy on lighting and in air conditioning and less staff time to read and check water meters, we will provide much improved service to our customers through instant meter readings available at the front desk. ESG recommends an additional charge to the customer of $1.00 per month for five years to help offset the cost of the new service and metering.

If all goes according to plans and budgets, we will spend some amount less than the $4,590,981 as follows:

1. Air conditioning and lighting - $294,943 (debt service to General Fund);

2. City water meters - $1,052,951 (debt service to City Water and Sewer);

3. Replacement of gas meters - $1,389,895 (debt service to Gas Fund); and

4. Replacement of SSRUS meters - $1,853,193 (debt service to SSRUS).

Subject to final review of the loan and contract documents from SunTrust and ESG by bond counsel, our City Attorney and staff, we are ready to proceed with final approval of this project.

RECOMMENDATION:

THAT THE SSRUS BOARD RECOMMEND TO THE CITY COUNCIL FINAL APPROVAL OF THE PROJECT DESCRIBED ABOVE TO REPLACE ALL WATER METERS AND MOST GAS METERS, THE HVAC SYSTEM AT CITY HALL AND PARKING LOT LIGHTING WITH PROJECT FINANCING OF UP TO $4,590,981 TO BE PROVIDED BY SUNTRUST TO BE REPAID OVER 12 YEARS.

ESG ENERGY SYSTEMS GROUP

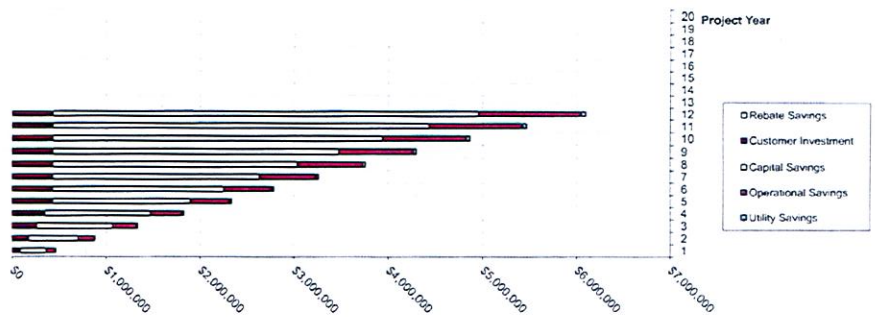
Gulf Breeze - Gulf Breeze, FL
October 14, 2013
Project Cash Flow Summary

		Savings							Costs				Summary			
Term	Year	Annual Energy Savings	Annual Operational Savings	Increased Billable	Rebate Savings	Total Savings	Technology Fee	Total Annual Program Savings	8 Lease Payment	9 Measurement and Verification	Support Services	Total Annual Costs	Annual Cash Flow	Cumulative Project Savings	Cumulative Project Costs	Cumulative Cash Flow
	Construction	$835	$18,889	$55,411		$835		**$75,135**	$0	$0	$0	$0	$75,135	$75,135	$0	**$75,135**
1	2014	$3,342	$75,555	$221,645	$0	$300,542	$85,632	**$386,174**	$370,000	$15,000	$0	$385,000	$1,174	$461,309	$385,000	**$76,309**
2	2015	$3,442	$77,822	$250,770		$332,034	$85,632	**$417,666**	$400,000	$15,450	$0	$415,450	$2,216	$878,975	$800,450	**$78,525**
3	2016	$3,545	$80,157	$282,605		$366,307	$85,632	**$451,939**	$434,000	$15,914	$0	$449,914	$2,025	$1,330,914	$1,250,364	**$80,550**
4	2017	$3,651	$82,561	$317,421		$403,634	$85,632	**$489,266**	$470,000	$16,391	$0	$486,391	$2,875	$1,820,179	$1,736,754	**$83,425**
5	2018	$3,761	$85,038	$336,752		$425,551	$85,632	**$511,183**	$492,000	$16,883	$0	$508,883	$2,300	$2,331,362	$2,245,637	**$85,725**
6	2019	$3,874	$87,589	$357,260		$448,723		**$448,723**	$430,000	$17,389	$0	$447,389	$1,334	$2,780,085	$2,693,026	**$87,059**
7	2020	$3,990	$90,217	$379,017		$473,224		**$473,224**	$454,000	$17,911	$0	$471,911	$1,313	$3,253,309	$3,164,937	**$88,372**
8	2021	$4,110	$92,924	$402,099		$499,132		**$499,132**	$478,000	$18,448	$0	$496,448	$2,684	$3,752,442	$3,661,385	**$91,057**
9	2022	$4,233	$95,711	$439,385		$539,329		**$539,329**	$518,000	$19,002	$0	$537,002	$2,327	$4,291,771	$4,198,387	**$93,384**
10	2023	$4,360	$98,583	$466,143		$569,086		**$569,086**	$548,000	$19,572	$0	$567,572	$1,514	$4,860,856	$4,765,958	**$94,898**
11	2024	$4,491	$101,540	$494,531		$600,562		**$600,562**	$578,000	$20,159	$0	$598,159	$2,403	$5,461,418	$5,364,117	**$97,301**
12	2025	$4,625	$104,586	$524,648		$633,860		**$633,860**	$336,204	$20,764	$0	$356,967	$276,892	$6,095,278	$5,721,084	**$374,194**
									$0							
	Totals	**$48,258**	**$1,091,173**	**$4,527,687**	**$0**	**$5,592,818**	**$428,160**	**$6,095,278**	**$5,508,204**	**$212,880**	**$0**	**$5,721,084**	**$374,194**			

Payment Schedule: *Quarterly Payments at Beginning of Period*

Financial Summary		
Total Project Cost	$4,590,981	
Incentives / Rebates:	$0	
Committed Capital Funding	$0	
Financed Investment Cost:	$4,590,981	
Rate of Financing:	2.80%	
Term of Financing:	12	Years
Total Savings Over Term:	$6,095,278	
Annual Utility Rate Increase:	3.00%	
Annual Operational Savings Increase:	3.00%	
Annual Service Cost Increase:	3.00%	
Total Net Cash Flow:	$374,194	
Simple Payback:	0.00	Years

Cumulative Project Savings



Total Savings over Project Term	
Utility:	$48,258
Operational:	$1,091,173
Capital:	$4,527,687
Rebates:	$0

City of Gulf Breeze

Memorandum

To : Mayor and City Council

From : Edwin A. Eddy, City Manager

Date : October 18, 2013

Subject: **Meter Change Program**

The proposed project to replace the air conditioning system at City Hall, replace parking lot lights with LED lights, and, most importantly, replace all of the water meters (and most of the gas meters) in the City and SSRUS is a very positive project for the City. We want to use this memo to provide more information that may have been lacking at the Executive Session.

Water meters in the City are generally more than 15 years old. In SSRUS, the average age is in excess of 10 years. These are older meters in the generally expected lifespan of a water meter. These older meters measure less water than is actually used. Newer technology meters now available, are constructed of plastic and alloys that do not degrade nearly as rapidly if at all. Meter manufacturers are able to guarantee readings equal to or better than 97% accurate even after 20 years of use.

Older water meters read lower than the true, accurate use. Lower readings lead to a conclusion that water is lost in the system as water sales are less than water purchased wholesale. Our water loss, due in part to reading less than the actual amount used, is currently 20% in the City and 15% in SSRUS. This is not consistent with our NWFWMD permit.

Our old meters contain lead. The new meters proposed do not. Replacing meters will allow us to achieve compliance with FDEP requirements for reducing or eliminating lead in the water system. Utilities with lead in their existing meters are grandfathered. We will not need to rely on this grandfathering policy. All the old meters will be replaced at once with compliant meters.

Recent budgets for City water and SSRUS have included $60,000 per year for meter replacement. Typically, we do spot replacement here and there as meters develop leaks. This practice limits our ability to add radio read technology to the system. About 35% of City meters are radio readable. About 20% of SSRUS meters are radio.

This project also allows up to the minute, accurate information regarding water use for the City staff and our customers.

Customer service disputes arise when customers do not believe the recorded reading. There may have been an undetected toilet leak or an outside hose left on. We send a person out to check the situation, however, it is often our word against theirs. With the new technology, we will be able to access the meter information in real time as well as through stored data. Each meter will "report" to the main server every 4 hours. The data will be stored on the main server. The system can also be accessed directly by the customer. Parameters can be set to alert staff to leaks. Additional communication platforms can be added to the system to allow staff to "listen" to lift stations and other facilities.

Attached is the spreadsheet prepared for this program by ESG to illustrate the conservative expectations. Based on these numbers, ESG is willing to guarantee the City will save more money on this project than it must spend in implementation. If this turns out not to be the case, ESG will be responsible for the difference in cost.

Take a look at the first three columns. We will save more than $48,258 in energy costs. We will achieve $1,091,173 in operational savings (labor costs, trucks, etc.) We will bill for $4,527,687 more in water sales just by billing more accurately and reducing water loss. The total savings for the project over 12 years is estimated at $5,592,818.

Once the "technology fee" is added, the total revenue generated from cost savings and new revenue is $6,095,278.

On the "cost side," we would pay a debt service or lease payment listed in column 8. We pay ESG for verifying the savings as listed in column 9. Annual positive cash flow is listed as well as the overall expected savings in the final column.

We believe new service capabilities for our customers to be very beneficial. We will save money. All of our meters will be replaced at once. We will be compliant with water loss limits. We will be compliant with limits on lead without grandfathering.

This is a very worthwhile project that pays for itself.

EAE:sdl
Enclosure

RECOMMENDATION:

THAT THE CITY COUNCIL DIRECT STAFF TO RESPOND TO THE REQUEST BY THE GBHS BASEBALL BOOSTERS THAT NO FUNDING IS AVAILABLE AT THIS TIME.

Councilman Henderson moved for approval of staff recommendation. Councilman Schluter seconded the vote. The vote for approval was 3 – 1 – 1, with Councilwoman Fitch dissenting and Councilman Landfair abstaining due to a conflict of interest because he coaches softball at GBHS. Councilman Schluter requested that the City Council be able to revisit other matters regarding the beautification of school facilities as they are brought before the Council.

C. SUBJECT: DISCUSSION AND ACTION REGARDING PHASE II STORMWATER PROJECTS (REVISED MEMO ATTACHED).

Reference: Assistant Director of Public Services memo dated October 10, 2013

RECOMMENDATION:

CITY COUNCIL APPROVE THE FEE OF $28,000 FOR BIDDING AND CONTRACT ADMINISTRATION, ASSOCIATED WITH THE PHASE II STORMWATER PROJECTS.

Councilman Schluter moved for approval of staff recommendation. Councilwoman Fitch seconded the motion. The vote for approval was 5 – 0.

D. SUBJECT: DISCUSSION AND ACTION REGARDING WATER AND GAS METER REPLACEMENT.

Reference: City Manager memo dated October 11, 2013

RECOMMENDATION:

THAT THE SSRUS BOARD RECOMMEND TO THE CITY COUNCIL FINAL APPROVAL OF THE PROJECT DESCRIBED ABOVE TO REPLACE ALL WATER METERS AND MOST GAS METERS, THE HVAC SYSTEM AT CITY HALL AND PARKING LOT LIGHTING WITH PROJECT FINANCING OF UP TO $4,590,981 TO BE PROVIDED BY SUNTRUST TO BE REPAID OVER 12 YEARS.

Councilman Henderson moved for approval of staff recommendation. Councilwoman Fitch seconded the motion. The vote for approval was 5 – 0.

Councilman Present: Joseph Henderson, Mayor Pro Tem J.B. Schluter, David G. Landfair, Cherry Fitch, and Mayor Zimmern.

ACTION AGENDA ITEMS:

A. **SUBJECT: DISCUSSION AND ACTION REGARDING RESOLUTION 27-13, APPROVING A PLAN OF FINANCE FOR SILVER CREEK, ISSUANCE OF UP TO $37,500,00 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED.**

Reference: City Manager memo dated October 24, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 27-13, APPROVING A PLAN OF FINANCE FOR SILVER CREEK ST. AUGUSTINE, ISSUANCE OF UP TO 37,500,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED.

B. **SUBJECT: DISCUSSION AND ACTION REGARDING RESOLUTION 28-13, APPROVING A PLAN OF FINANCE FOR ALLSPORTS (WINDERMERE), ISSUANCE OF UP TO $35,000,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED.**

Reference: City Manager memo dated October 24, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 28-13, APPROVING A PLAN OF FINANCE FOR THE ALLSPORTS (WINDERMERE) PROJECT IN OCOEE, FLORIDA, ISSUANCE OF UP TO $35,000,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED.

C. **SUBJECT: DISCUSSION AND ACTION REGARDING RESOLUTION 29-13, APPROVING A PLAN OF FINANCE FOR TOWNE CLUB, ISSUANCE OF UP TO $32,000,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED.**

Reference: City Manager memo dated October 11, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 29-13, APPROVING A PLAN OF FINANCE FOR TOWNE CLUB IN LAUDERHILL, FLORIDA, ISSUANCE OF UP TO $32,000,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED.

D. SUBJECT: DISCUSSION AND ACTION REGARDING RESOLUTION 30-13, APPROVING A PLAN OF FINANCE FOR SARASOTA EAST, ISSUANCE OF UP TO $24,000,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED.

Reference: City Manager memo dated October 30, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL ADOPT RESOLUTION NO. 30-13, APPROVING A PLAN OF FINANCE FOR SARASOTA EAST, ISSUANCE OF UP TO $24,000,000 IN CAPITAL TRUST AGENCY BONDS, AND AMENDMENT TO INTERLOCAL AGREEMENT AS REQUIRED.

Councilman Landfair made a motion to place staff's recommendation for Resolutions 27-13, 28-13, 29-13 and 30-13 on the November 4, 2013, Regular Council meeting agenda. The motion was seconded by Councilwoman Fitch. The vote for approval was 5-0.

E. SUBJECT: DISCUSSION AND ACTION REGARDING SPECIAL EVENT APPLICATION FOR METHODIST CHURCH 5K RUN ON FEBRUARY 14, 2014.

Reference: Deputy Chief Hawthrone memo dated October 17, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE SPECIAL EVENT APPLICATION FOR THE METHODIST CHURCH 5K RUN ON FEBRUARY 14, 2014.

Councilman Henderson made a motion to place the staff's recommendation on the November 4, 2013, Regular Council meeting agenda. The motion was seconded by Councilman Landfair. The vote for approval was 5 – 0.

F. SUBJECT: DISCUSSION AND ACTION REGARDING DEVELOPMENT REVIEW BOARD RECOMMENDATION:

Reference: DRB Minutes October 15, 2013.

Peter Paulding
308 North Sunset Blvd, Gulf Breeze
Request to Dredge ≈600 YD3 of material at their residence.

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE THE PROJECT REQUEST AS SUBMITTED.

Councilman Schluter made a motion to place the staff's recommendation on the November 4, 2013, Regular Council meeting agenda. The motion was seconded by Councilwoman Fitch. The vote for approval was 5-0.

G. SUBJECT: DISCUSSION AND ACTION REGARDING SOUTH SANTA ROSA UTILITY BOARD RECOMMENDATIONS:

Reference: Assistant Director of Public Services memo dated October 24, 2013

1. Award of Bid for Reconstruction of the Chlorine Contact Basin to Phoenix Coatings for the amount of $181,169.
2. Purchase of Fuel Management System from Panhandle Pump Company for $16,098.

RECOMMENDATION:

THAT THE CITY COUNCIL APPOVE OF PHOENIX COATINGS TO COMPLETE THE CHLORINE CONTACT BASIN REHABILITIATION FOR $181,619 AND APPROVE THE PURCHASE OF THE FUEL MASTER 2500 PLUS FUEL MANAGEMENT SYSTEM FROM PANHANDLE PUMP COMPANY FOR $16,098.

Councilman Henderson made a motion to place the staff's recommendation on the November 4, 2013, Regular Council meeting agenda. The motion was seconded by Councilman Landfair. The vote for approval was 5 – 0.

H. SUBJECT: DISCUSSION AND ACTION REGARDING PURCHASE OF THREE (3) F-150 BI-FUEL TRUCKS.

Reference: City Manager memo dated October 25, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL AUTHORIZE THE PURCHASE OF THREE (3) FORD F-150 CNG BI-FUEL TRUCKS FROM HUB CITY FORD VIA STATE CONTRACT #071-000-13-1 FOR $110,748.60 AND AUTHORIZ STAFF TO APPLY FOR THE 50% STATE REBATE ($20,700 TOTAL) ON BEHALF OF THE CITY.

Councilman Henderson made a motion to place the staff's recommendation on the November 4, 2013, Regular Council meeting agenda. The motion was seconded by Councilman Landfair. The vote for approval was 5 – 0.

I. SUBJECT: DISCUSSION AND ACTION REGARDING PAYMENT OF WEST FLORIDA REGIONAL PLANNING COUNCIL AND BAY AREA RESOURCE COUNCIL DUES.

Reference: City Manager memo dated October 22, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE PAYMENTS OF $190.00 TO THE WEST FLORIDA REGIONAL PLANNING COUNCIL FOR STAFF SUPPORT OF THE TPO AND $1,500 TO THE BAY AREA RESOURCE COUNCIL FOR ANNUAL MEMBERSHIP.

Councilman Landfair made a motion to place the staff's recommendation on the November 4, 2013, Regular Council meeting agenda. The motion was seconded by Councilwoman Fitch. The vote for approval was 5 – 0.

J. SUBJECT: DISCUSSION AND ACTION REGARDING SECOND INMATE WORK CREW AND CONTRACT #WS815 EXTENSION 1.

Reference: Assistant City Manager memo dated October 23, 2013

RECOMMENDATION:

THAT THE CITY COUNCIL APPROVE ENTERING INTO THE 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.

Councilwoman Fitch made a motion to place the staff's recommendation on the November 4, 2013, Regular Council meeting agenda. The motion was seconded by Councilman Schluter. The vote for approval was 5 – 0.

K. SUBJECT: DISCUSSION AND ACTION REGARDING WATER AND SEWER RATE INCREASES.

Reference: City Manager memo dated October 25, 2013

RECOMMENDATION:

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

Councilman Schluter made a motion to place the staff's recommendation on the November 4, 2013, Regular Council meeting agenda. The motion was seconded by Councilwoman Fitch. The vote for approval was 5 – 0.

L. SUBJECT: DISCUSSION AND ACTION REGARDING RESOLUTION IN OPPOSITION TO UNIFORM CHART OF ACCOUNTS MANDATE.

Reference: City Manager memo dated October 24, 2013.

RECOMMENDATION:

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

Councilman Henderson made a motion to place the staff's recommendation on the November 4, 2013, Regular Council meeting agenda. The motion was seconded by Councilman Landfair. The vote for approval was 5 – 0.

M. SUBJECT: DISCUSSION AND ACTION REGARDING WEST CENTRAL CORRIDOR, REPLACEMENT OF BAY BRIDGE.

Reference: City Manager memo dated October 25, 2013.

RECOMMENDATION:

THAT THE CITY 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.

Councilman Henderson made a motion to approve staff's recommendation to meet with VHB Miller Sellen on November 4, 2013. The motion was seconded by Councilwoman Fitch. The vote for approval was 5 – 0.

INFORMATION ITEMS:

The City Manager requested that the City Council approve emergency repairs for the stormwater system and road located at 140 Highpoint Drive by Radford and Nix for $7,435.00.

Councilman Henderson made a motion to place staff's recommendation on the November 4, 2013, Regular Council meeting agenda. Councilman Schluter seconded the motion. The vote for approval was 5-0.

PUBLIC FORUM: None

ADJOURNMENT: 6:47 P.M.

Memo

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

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

DATE: **October 31, 2013**

RE: **Stormwater system and road repair at 140 Highpoint Drive**

A large sink hole has developed in the road due to soil migrating into the pipeline.

In order to repair the stormwater system and road, staff developed the scope of work and obtained a price from a contractor.

The repairs include stopping the infiltration point on the pipeline, converting the junction box manhole to an intake structure and overlaying the asphalt 20' x 50'.

The cost for the repairs and improvements is $7,435.00 from Radford & Nix Construction who recently performed similar work for the City.

Recommendation: City Council authorizes Radford & Nix Construction to repair the stormwater system and road at 140 Highpoint Drive at a cost of $7,435.00.

Attach.

VLP/ohl

RADFORD and NIX CONSTRUCTION, LLC
7014 PINE FOREST ROAD
Pensacola, FL 32526
Phone: 850-944-8296; Fax: 850-944-8297

PROJECT: HIGHPOINT DRAIN
DATE: OCTOBER 28, 2013
LOCATION: GULF BREEZE, FL
QUOTATION FOR: MINA LANZETTA

RADFORD AND NIX IS PLEASED TO OFFER THE FOLLOWING QUOTATION FOR THE ABOVE REFERENCED PROJECT. ITEMS INCLUDED ARE AS FOLLOWS:

ITEM NO.	ITEM DESCRIPTION	QUAN	UNIT	TOTAL
1	MOBILIZATION	1	LS	$375.00
2	M.O.T. FOR OUR WORK	1	LS	$200.00
3	CONVERT MANHOLE TO STORM DRAIN	1	LS	$1,010.00
4	CONCRETE FLUME, APRON & CURBING	1	LS	$2,020.00
5	PATCH POTHOLE	1	LS	$350.00
6	1-1/2" MILL, TACK & OVERLAY (20' x 50')	1	LS	$3,480.00
	TOTAL			**$7,435.00**

Notes:

1. ANYTHING NOT SPECIFICALLY INCLUDED IS EXCLUDED.
2. REMOVAL AND REPLACEMENT OF UNSUITABLE MATERIALS IS EXCLUDED.
3. ALL PERMITS ARE EXCLUDED.
4. PRICE DOES NOT INCLUDE ANY UNFORESEEN REPAIRS OF UNDERGROUND PROBLEMS / ISSUES WITH THE STORM DRAIN.
5. PRICE IS BASED ON USING A ROUND, TRAFFIC RATED, STORM GRATE THAT FITS EXISTING MANHOLE RING.

THIS PRICE MAY BE WITHDRAWN IF NOT ACCEPTED WITHIN THIRTY (30) DAYS.

SHOULD YOU HAVE ANY QUESTIONS, PLEASE CALL.

RADFORD AND NIX CONSTRUCTION, LLC

STEPHEN C. NIX
VICE PRESIDENT